

**Galt Joint Union Elementary School District**  
**Board of Education**  
**“Building a Bright Future for All Learners”**

Regular Board Meeting  
Thursday, November 17, 2016  
**6:15 p.m. Closed Session**  
**7:00 p.m. Open Session**

Galt City Hall Chamber  
380 Civic Drive, Galt, CA 95632

# AGENDA

*Anyone may address the Board regarding any item that is within the Board's subject matter jurisdiction. However, the Board may not take action on any item which is not on this agenda as authorized by Government Code Section 54954.2.*

*Community members and employees may address items on the agenda by filling out a speaker's request form and giving it to the board meeting assistant prior to the start of that agenda item.*

*Comments are limited to no more than 3 minutes or less pending Board President approval.*

**A. 6:15 p.m. – Closed Session: Galt City Hall Chambers Conference Room**

**B. Announce Items to be Discussed in Closed Session, Adjourn to Closed Session**

1. CONFERENCE WITH LABOR NEGOTIATOR, Government Code §54957.6  
Agency Negotiator: Karen Schauer, Tom Barentson, Claudia Del-Toro Anguiano, Donna Mayo-Whitlock
  - Employee Agency: (GEFA) Galt Elementary Faculty Association
  - Employee Agency: (CSEA) California School Employee Association
  - Non-Represented Employees
2. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE, Government Code §54957

**C. Adjourn Closed Session, Call Meeting to Order, Flag Salute, Announce Action Taken in Closed Session**

**D. Public Comments** for topics not on the agenda

*Public comment should be limited to three minutes or less pending Board President approval. Community members who cannot wait for the related agenda item may also request to speak at this time by indicating this on the speaker's request form.*

**E. Recognition**

1. Measure K and E Chairpersons and Campaign Volunteers

**F. Reports**

LCAP GOAL 1

*Develop and implement personalized learning and strengths-based growth plans for every student that articulate and transition to high school learning pathways while closing the achievement gap.*

1. U.S. Department of Education White House Domestic Policy Council Meeting: Karen Schauer
2. San Joaquin Delta Community College Board Study Session: Karen Schauer

**LCAP GOAL 2**

*Implement CCSS And NGSS in classrooms and other learning spaces through a variety of blended learning environments: at school, outdoors, in the community, and virtually while closing the achievement gap.*

**LCAP GOAL 3**

*Processes and measures for continuous improvement and accountability are applied throughout the LEA including personalized evaluation processes.*

- 1. Federal Program Monitoring Review- Summary of Findings: Donna Mayo-Whitlock

**LCAP GOAL 4**

*Maintenance, grounds, custodial, food services, and health staff maintain all school facilities that are safe, healthy, hazard free, clean and equipped for 21<sup>st</sup> Century Learning.*

- 1. Measure K Facilities General Obligation Bond: Karen Schauer and Tom Barentson

**G. Recommended Actions**

**1. Routine Matters/New Business**

**131.805 Consent Calendar**

**a. Approval of the Agenda**

At a regular meeting, the Board may take action upon an item of business not appearing on the posted agenda if, first, the Board publicly identifies the item, and second, one or more of the following occurs:

- 1) The Board, by a majority vote of the full Board, decides that an emergency (as defined in Government Code section 54956.5) exists; or
- 2) Upon a decision by a two-thirds vote of the Board, or if less than two-thirds of the Board members are present, a unanimous vote of those present, the Board decides that there is a need to take immediate action and that the need for action came to the attention of the District after the agenda was posted; or
- 3) The item was posted on the agenda of a prior meeting of the Board occurring not more than five calendar days prior to the date of this meeting, and at the prior meeting, the item was continued to this meeting.

**b. Minutes: October 26, 2016 Regular Board Meeting**

**c. Payment of Warrants –**

**Certificated/Classified Payrolls Dated: 10/31/16, 11/10/16**

**Vendor Warrant Numbers: 17314008-17314021; 17314567-17314663; 17315132-17315138; 17315884-17315909; 17316833-17316944**

**d. Personnel**

- 1. Resignations/Retirement
- 2. Leave of Absence Requests
- 3. New Hires

**e. Donations**

**f. North Valley School (A division of Victor Treatment Centers, Inc.) Non Public School/Agency Contract**

**g. Out of State Conference Attendance for Sheetal Pal to Attend the Council for Exceptional Children 2017 Special Education Convention and Exposition in Boston, MA, April 19-22, 2017**

**131.806 Consent Calendar (Continued) – Items Removed for Later Consideration**

CC  
Items  
Removed

- |         |   |        |
|---------|---|--------|
| 131.807 | Board Consideration to Establish December 14, 2016 at 7:00 p.m. at Galt Joint Union Elementary School District Office as the Annual Organizational Meeting and Regular Monthly Meeting per Education Code §35143  | MOTION |
| 131.808 | Board Consideration of Nominations for CSBA (California School Boards Association) Delegate Assembly, Subregion 6-B   | MOTION |
| 131.809 | Board Consideration of Approval of BP/AR 1312.3 Uniform Complaint Procedures  | MOTION |
| 131.810 | Board Consideration of Approval of GJUESD Yard Supervisor Salary Schedule   | MOTION |
| 131.811 | Board Consideration of Approval of Lead Campus Monitor Job Description  | MOTION |
| 131.812 | Board Consideration of Approval of District Clerk II Job Description  | MOTION |
| 131.813 | Board Consideration of Approval of Memorandum of Understanding Between GJUESD and Galt Elementary Faculty Association (GEFA) Regarding an Alternative Evaluation Form (Continuous Learning and Reflective Rubric) | MOTION |
| 131.814 | Board Consideration of Approval of Tentative Agreement Between GJUESD and Galt Elementary Faculty Association (GEFA) Regarding Article XII Leaves Contract Language   | MOTION |

**H. Pending Agenda Items**

1. School Furniture Analysis and Pilot Programs
2. Governance Team Continuous Improvement
3. Board Policy regarding Deferred Maintenance
4. Fairsite School Readiness Center
5. Data Analysis and Changes in State Accountability

**I. Public Comments** for topics not on the agenda

*Public comment should be limited to three minutes or less pending Board President approval.*

**J. Adjournment**

*The next regular meeting of the GJUESD Board of Education: December 14, 2016 Tentatively*

Board agenda materials are available for inspection at the address below.

Individuals who require disability-related accommodations or modifications including auxiliary aids and services in order to participate in the Board meeting should contact the Superintendent or designee in writing:

Karen Schauer Ed.D., District Superintendent  
 Galt Joint Union Elementary School District  
 1018 C Street, Suite 210, Galt, CA 95632  
 (209) 744-4545



## Galt Joint Union Elementary School District

1018 C Street, Suite 210, Galt, CA 95632  
209-744 4545 \* 209-744-4553 fax

### Board Meeting Agenda Item Information

<b>Meeting Date:</b> 11/17/16	<b>Agenda Item:</b> Closed Session
<b>Presenter:</b> Karen Schauer	<b>Action Item:</b> <b>Information Item:</b> XX
<ol style="list-style-type: none"><li>1. CONFERENCE WITH LABOR NEGOTIATOR, Government Code §54957.6 Agency Negotiator: Karen Schauer, Tom Barentson, Claudia Del-Toro Anguiano, Donna Mayo-Whitlock<ul style="list-style-type: none"><li>▪ Employee Agency: (GEFA) Galt Elementary Faculty Association</li><li>▪ Employee Agency: (CSEA) California School Employee Association</li><li>▪ Non-Represented Employees</li></ul></li><li>2. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE, Government Code §54957</li></ol>	



**Galt Joint Union Elementary School District**

1018 C Street, Suite 210, Galt, CA 95632  
 209-744 4545 \* 209-744-4553 fax

**Board Meeting Agenda Item Information**

<b>Meeting Date:</b> 11/17/16	<b>Agenda Item:</b> Reports
<b>Presenter:</b> Karen Schauer	<b>Action Item:</b> <b>Information Item:</b> XX

**LCAP GOAL 1**

*Develop and implement personalized learning and strengths-based growth plans for every student that articulate and transition to high school learning pathways while closing the achievement gap.*

1. U.S. Department of Education White House Domestic Policy Council Meeting:  
Karen Schauer
2. San Joaquin Delta Community College Board Study Session: Karen Schauer

**LCAP GOAL 2**

*Implement CCSS And NGSS in classrooms and other learning spaces through a variety of blended learning environments: at school, outdoors, in the community, and virtually while closing the achievement gap.*

**LCAP GOAL 3**

*Processes and measures for continuous improvement and accountability are applied throughout the LEA including personalized evaluation processes.*

Federal Program Monitoring Review- Summary of Findings: Donna Mayo-Whitlock

**LCAP GOAL 4**

*Maintenance, grounds, custodial, food services, and health staff maintain all school facilities that are safe, healthy, hazard free, clean and equipped for 21<sup>st</sup> Century Learning.*

1. Measure K Facilities General Obligation Bond: Karen Schauer and Tom Barentson



## LCAP GOAL 1

---

### LCAP GOAL 1

*Develop and implement personalized learning and strengths-based growth plans for every student that articulate and transition to high school learning pathways while closing the achievement gap.*

1. U.S. Department of Education White House Domestic Policy Council Meeting:  
Karen Schauer
  
2. San Joaquin Delta Community College Board Study Session: Karen Schauer
  - November 15, 2016 Study Session
  - December 13, 2016 Regular Meeting



**Innovations in Personalized Learning: A Conversation with Leading Districts  
Washington, DC | November 15**

**Purpose:** Understanding the nexus between policy and implementation for personalized learning

**Description:** This day is designed to provide an opportunity for leaders in education to discuss personalized learning as a strategy for equity and to understand how districts are functioning within current policy structures to continue to implement innovative educational reforms.

**Objectives:**

1. Superintendents share the realities of implementing personalized learning in their districts, highlighting successes
2. Discuss how the Every Student Succeeds Act (ESSA) impacts innovation and implementation of personalized learning
3. Superintendents describe the barriers and challenges to equity and access through personalized learning
4. Superintendents identify state and federal supports needed to remove barriers and address challenges to equity and access through personalized in their districts

**Agenda**

8:30 am	<i>Arrive at the White House (for security screening)</i>
9:00 – 9:25 am	<b>Welcome to the White House and Introductions</b>
9:25 – 10:25 am	<b>Next Generation Learning: State of the Field</b>
10:25 – 10:40 am	<i>Break</i>
10:40 – 11:45 am	<b>Next Generation Learning (cont'd): Race to the Top–District and Personalized Learning Implementation Reflections</b>
11:45 am – noon	<b>Morning Closing and Transition to the U.S. Department of Education</b>
12:00 – 1:45 pm	<i>Lunch on your own and travel to LBJ Building, 400 Maryland Ave, SW</i>
1:45 pm	<i>Arrival at the U.S. Department of Education (for security screening)</i>
2:00 – 2:10 pm	<b>Welcome to the U.S. Department of Education</b>
2:10 – 3:10 pm	<b>ESSA: Opportunities for Personalized Learning Innovations</b>
3:10 – 3:25 pm	<b>Speed Networking</b>
3:25 – 4:20 pm	<b>Peer-to-Peer Discussions</b>
4:20 – 4:30 pm	<b>Closing and Adjourn for the Day</b>



LCAP GOAL 3

*Processes and measures for continuous improvement and accountability are applied throughout the LEA including personalized evaluation processes.*

1. Federal Program Monitoring Review- Summary of Findings: Donna Mayo-Whitlock

Every California school district is selected over time for a review through Federal Program Monitoring (FPM). The process involves the submission and review of numerous program documents (385).

Attached is the notification of findings with three findings we are addressing.





## California Department of Education Federal Program Monitoring 2016-17 Notification of Findings

November 04, 2016

This is the official Notification of Findings (NOF) report of the review visit conducted by the California Department of Education (CDE). Because the methodology of the review involves sampling, it is not an assessment of all legal requirements. Nevertheless, the local educational agency (LEA) is responsible for operating its federal categorical programs in compliance with all applicable laws and regulations.

**Local Educational Agency:** Galt Joint Union Elementary (3467348000000)

**Review Date(s):** 11/01/2016 - 11/04/2016

**Regional Team Leader(s):** Jessica Gray, 916-319-0585

**FPM Coordinator(s):** Donna Mayo-Whitlock, 209-744-4545 Ext. 340  
Myla Frantson, 209-744-4545 Ext. 313  
Stephanie Semas, 209-744-4545 Ext. 303

Program Reviewed	Program Reviewer	Total Findings
Before and After School (BASP)	Corlene Goi	0
Compensatory Education (CE)	Alan Frank	0
English Learner (EL)	Ron Addington	0
Fiscal Monitoring (FM)	Shelley Husen	1
Improving Teacher Quality (ITQ)	Juan Sanchez	0
Uniform Complaint Procedures (UCP)	Sally Lewis, Raquel Castellon, Bobby Dalton Roy, Shanine Coats, Jean Leonard, Kerri Ruzicka	2

The LEA is required to resolve each Federal Program Monitoring (FPM) finding within 45 calendar days which ends on 12/19/2016. Corrective actions made to resolve findings must be implemented at all sites in the LEA and the new procedures must be used in the future.

When a FPM finding cannot be resolved within this 45 calendar day period, the LEA submits a resolution agreement request using the "Resolution Agreement" process via CMT. Authorized LEA staff may request suggestions from CDE staff on the resolution of findings.

NOTE: Copies of this report were distributed to the Agency. This is a public report and must be made available upon request. (California Public Records Act, Government Code section 6250)

Sites Reviewed	Programs Reviewed
River Oaks Elementary (34673486110654)	CE, UCP, EL



**Federal Program Monitoring 2016-17**  
**Notification of Findings**  
 Galt Joint Union Elementary (3467348000000)

Sites Reviewed	Programs Reviewed
Valley Oaks Elementary (34673486033310)	CE, UCP, BASP, EL

## Monitoring Results by Program

### Before and After School

No program findings resulted from this monitoring review. No further action is required.

### Compensatory Education

No program findings resulted from this monitoring review. No further action is required.

### English Learner

No program findings resulted from this monitoring review. No further action is required.

### Fiscal Monitoring

#### 1. FM 01: Timekeeping Requirements

To support salaries and wages for employees that work on federal programs, local educational agencies (LEAs) are required to maintain time accounting records that accurately reflect the work performed. LEAs that choose to participate in the substitute system based on sampling method to support salaries and wages charged to federal programs are required to maintain time accounting records for all employees that work on multiple activities or cost objectives every fourth month (three times a year). The time accounting must: (1) reflect an after-the fact distribution of the actual activity of each employee; (2) account for the total activity for which each employee is compensated; (3) be prepared for an entire month; and (4) be signed by the employee. Budget estimates or other percentages determined before the services are performed do not qualify as support for charges to federal awards. In addition, the time accounting records must be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable and properly allocated.

The agency did not maintain time accounting records in accordance with federal requirements. Specifically, the employees working on multiple activities or cost objectives did not maintain documentation to support the actual hours worked and activities performed. Consequently, the time accounting documentation provided by the Agency did not support how the salaries were charged. Additionally, the Agency did not maintain written policies and procedures for time accounting.

---

*The means by which a finding is resolved is the responsibility of the LEA unless specified in law. Authorized LEA staff may request suggestions from CDE staff on the resolution of findings.*



**Federal Program Monitoring 2016-17**  
**Notification of Findings**  
Galt Joint Union Elementary (34673480000000)

Although the LEA reimbursed the federal programs with unrestricted funds totaling \$30,940.47 and provided revised time accounting policies and procedures, in order to fully resolve this finding, the LEA must provide two months of timekeeping documentation for the sampled employees in order to substantiate that all employees that work on federal programs are maintaining time accounting documentation in accordance with federal requirements.

## Improving Teacher Quality

No program findings resulted from this monitoring review. No further action is required.

## Uniform Complaint Procedures

### 1. UCP 01: Policies and Procedures

The LEA adopts Board Policies and Procedures regarding UCP with all language and components of required elements for applicable state and federal laws and regulations.

Upon review of the UCP 1 document, "Uniform Complaints Policy... has correct language.doc," the LEA does not meet requirements for UCP 1 because the UCP Policies and Procedures document does not have the following language and/or components of required elements:

(a) Specific programs that are subject to the UCP: "Career Technical and Technical Education and Career Technical and Technical Training".

The LEA must upload on CMT evidence that it added the above required language to the UCP Policies and Procedures document and presented it to the LEA governing board for adoption, with the adoption date clearly indicated on the final version of the UCP Board Policies and Procedures.

### 2. UCP 02: Annual Notice

The LEA annually notifies in writing its students, employees, parents or guardians of its students, the district advisory committee, school advisory committees, appropriate private school officials or representatives, and other interested parties of their uniform complaint procedures. The annual notice shall have all language and components of required elements for applicable state and federal laws and regulations.

Upon review of the UCP 2 document, "UCP annual notice 11-3-16 FINAL.doc", the LEA does not meet requirements for UCP 2 because even though the UCP Annual Notice contains all the required language and components of required elements, it has not yet been distributed, in writing, to all the required groups in the current school year.

The LEA must upload on CMT evidence it has distributed, in writing, a UCP annual notice containing all the required language to students, employees, parents or guardians of its students, district advisory committees, school advisory committees, appropriate private school

---

*The means by which a finding is resolved is the responsibility of the LEA unless specified in law. Authorized LEA staff may request suggestions from CDE staff on the resolution of findings.*



**Federal Program Monitoring 2016-17**  
**Notification of Findings**  
Galt Joint Union Elementary (34673480000000)

officials or representatives, and other interested parties, in the current school year.

---

*The means by which a finding is resolved is the responsibility of the LEA unless specified in law. Authorized LEA staff may request suggestions from CDE staff on the resolution of findings.*



LCAP GOAL 4

*Maintenance, grounds, custodial, food services, and health staff maintain all school facilities that are safe, healthy, hazard free, clean and equipped for 21<sup>st</sup> Century Learning.*

1. Measure K Facilities General Obligation Bond: Karen Schauer and Tom Barentson

Next Steps

1. Meetings have been scheduled with our Financial Advisor and Attorney to deliver on the four facilities priority areas.
  - Improvements to safety and security
  - Modernization of schools
  - Improvement of our existing building systems
  - Remodeling or expansion to create 21<sup>st</sup> Century Schools
2. Citizen's Oversight Committee Meeting.
3. Working with each site to prioritize projects.
4. Developing timeline for project design, development, implementation, and completion.



## Galt Joint Union Elementary School District

---

1018 C Street, Suite 210, Galt, CA 95632  
209-744 4545 / 209-744-4553 fax / [www.galt.k12.ca.us](http://www.galt.k12.ca.us)

---

November 9, 2016

Dear GJUESD Staff and Community Members,

I am very grateful and proud to announce that the community of Galt voted to support Measure K, our local facilities bond, to modernize our schools. With this funding support, we will accomplish important improvements to our schools throughout the Galt Joint Union Elementary School District.

Our school district is committed to the success of each and every one of our learners, and we will work closely with the community to ensure that the repairs and upgrades funded by Measure K contribute to improved learning environments. Through a comprehensive Facilities Master Planning process, we are prepared to accomplish project priorities at every school location.

Thank you for your support for Measure K and the resulting facilities improvements that will help our students, families, staff and community **Grow And Learn Together**. Your commitment to children and their learning environments will make a lasting difference!

Sincerely,

Karen Schauer, Ed.D.

GJUESD Superintendent

---

Karen Schauer Ed.D., District Superintendent ~ Thomas Barentson, Business Director  
Claudia Del Toro-Anguiano, Curriculum Director ~ Donna Mayo-Whitlock, Educational Services Director

*Board of Trustees: Kevin Papineau, Wesley Cagle, Grace Malson, John Gordon, Matthew Felix*



## Galt Joint Union Elementary School District

1018 C Street, Suite 210, Galt, CA 95632  
 209-744 4545 \* 209-744-4553 fax

### Board Meeting Agenda Item Information

<b>Meeting Date:</b> 11/17/16	<b>Agenda Item: 131.805</b> Board Consideration of Approval of Consent Calendar
<b>Presenter:</b> Karen Schauer	<b>Action Item:</b> XX <b>Information Item:</b>
<ul style="list-style-type: none"> <li>a. Approval of the Agenda</li> <li>b. Minutes: October 26, 2016 Regular Board Meeting</li> <li>c. Payment of Warrants –  <u>Certificated/Classified Payrolls Dated:</u> 10/31/16, 11/10/16  <u>Vendor Warrant Numbers:</u> 17314008-17314021; 17314567-17314663; 17315132-17315138; 17315884-17315909; 17316833-17316944</li> <li>d. Personnel           <ul style="list-style-type: none"> <li>1. Resignations/Retirement</li> <li>2. Leave of Absence Requests</li> <li>3. New Hires</li> </ul> </li> <li>e. Donations</li> <li>f. North Valley School (A division of Victor Treatment Centers, Inc.) Non Public School/Agency Contract</li> <li>g. Out of State Conference Attendance for Sheetal Pal to Attend the Council for Exceptional Children 2017 Special Education Convention and Exposition in Boston, MA, April 19-22, 2017</li> </ul> <p>+</p>	

**Galt Joint Union Elementary School District**  
**Board of Education**  
*“Building a Bright Future for All Learners”*

**Regular Board Meeting**  
Board of Education  
Galt Joint Union Elementary School District

**Wednesday, October 26, 2016**  
Galt City Hall Chambers  
380 Civic Drive, Galt, CA 95632

**Board Members Present**

Kevin Papineau  
Wesley Cagle  
Grace Malson  
John Gordon  
Matthew Felix

**Administrators Present**

Karen Schauer	Claudia Del Toro-Anguiano
Thomas Barentson	Anguiano
Ron Rammer	Donna Mayo-Whitlock
Jennifer Porter	Stephanie Simonich
	Judith Hayes
	Donna Gill

## MINUTES

- A.** Present for closed session: Karen Schauer, Tom Barentson, Claudia Del Toro-Anguiano, Donna Mayo-Whitlock, Kevin Papineau, Wesley Cagle, Grace Malson, John Gordon, Matthew Felix.

**Closed Session** was called to order at 6:00 p.m. by Kevin Papineau to discuss the following items:

1. CONFERENCE WITH LEGAL COUNSEL—Anticipated Litigation, Government Code §54956.9
  - One Matter
  
2. CONFERENCE WITH LABOR NEGOTIATOR, Government Code §54957.6  
Agency Negotiator: Karen Schauer, Tom Barentson, Claudia Del-Toro Anguiano, Donna Mayo-Whitlock
  - Employee Agency: (GEFA) Galt Elementary Faculty Association
  - Employee Agency: (CSEA) California School Employee Association
  - Non-Represented Employees
  
3. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE, Government Code §54957

- B. Closed Session Adjourned** at 7:03 p.m. The open meeting was called to order at 7:09 p.m. by Kevin Papineau followed by the flag salute. He announced no action taken in closed session.

**C. Public Comment**

1. Ron Rammer addressed the Board regarding the recent McCaffrey Middle School 8<sup>th</sup> grade Washington DC trip.

Matthew Felix thanked Mr. Rammer and his staff for their dedication in making this trip available to students.



## **D. Reports**

### LCAP GOAL 1

*Develop and Implement Personalized Learning and Strengths-based Growth Plans for Every Learner*

1. Karen Schauer provided an update on her upcoming Superintendent's White House Meeting on November 15, 2016. She indicated the convening includes a select group of district superintendents leading personalized learning efforts nationwide. The convening is hosted by the U.S. Department of Education with the White House Domestic Policy Council.

### LCAP GOAL 2

*Implement CCSS And NGSS In Classrooms and Other Learning Spaces Through A Variety Of Blended Learning Environments*

### LCAP GOAL 3

*Processes And Measures For Continuous Improvement And Accountability Are Applied Through The District Including Personalized Evaluation Processes*

1. Myla Frantson reported on Budgetary and Fiscal Processes of the District. She indicated the budget cycle is a continuous cycle to ensure appropriate delivery of resources.

Karen Schauer added that the budget cycle is driven by and aligns with the District strategic plan goals as part of the Local Control Accountability Plan.

2. Karen Schauer reported on California Accountability System Timeline for on-going development of the state accountability system. The Sacramento County Office of Education is conducting district trainings to prepare regional school districts for the new system as this is new work for the state of California.

In addition, our district has been invited to join the CORE Data Collaborative. A select group of districts' will work with multiple measures to create a data management system that will allow us to compare academic performance on multiple measures to the performance of similar schools throughout the state.

John Gordon asked if any consideration has been given to local assessments such as Measure of Academic Progress (MAP). Karen Schauer stated that the State is prioritizing state measures first. The CORE districts will incorporate local measures, as well. CA is striving for coherence, shared responsibility, and continuous improvement.

Karen Schauer would like to hold a study session in January to review and study accountability alignment efforts.

John Gordon requested English Learner Advisory Committee dates.

3. Karen Schauer reported on Communications and Engagement Strategies and Materials Support. She indicated that our Race To The Top grant allows us to support implementation of communicating our goal areas to parents, employees and community members to increase engagement. The District will work with Edelman to develop strategies and materials for public information and community engagement. Program elements include 1.) Communications Audit and Recommendations, 2.) Public Information Materials, and 3.) Community Engagement.

#### LCAP GOAL 4

*Maintenance, Grounds, Custodial, Food Services, And Health Staff Maintain School Facilities That Are Safe, Healthy, Hazard Free, Clean And Equipped For 21<sup>st</sup> Century Learning*

1. Karen Schauer reported on Measure K Facilities General Obligation Bond Measure. She indicated that Sacramento and San Joaquin Registrar of Voters have distributed sample ballot and voter information pamphlets to registered voters. Measure K Facility School Bond measure is included. Community members have come in to the district office for additional information.
2. Tom Barentson provided Property Tax Clarification. He indicated that during to the recession, the assessed values of homes fell below present market values. Proposition 8 was implemented to reduce property taxes to the lower assessed values of homes. As market values return to their original assessed values, property taxes are returning and/or increasing to meet the original assessed values.
3. Karen Schauer reported on the Superintendent's Measure K Informational Letter. She indicated she wrote the letter to highlight the comprehensive and thorough work of District stakeholders to complete a Facilities Master Plan with impactful priority project areas. School facilities are part of the District's four priority areas for the LCAP.

**Public Comment:** Melissa Pruitt, Measure K Chairman, addressed the Board regarding Measure K volunteer efforts.

John Gordon commended Ms. Pruitt's support and dedication towards Measure K.

4. Tom Barentson reported on the GJUESD Communication Systems and Lake Canyon Elementary Phones. He stated that the phone system at Lake Canyon has failed and systems at other schools have experienced temporary failures. Mr. Barentson indicated CISCO Systems has been selected to address the system failure at Lake Canyon and potentially other school systems as funding becomes available.
5. Tom Barentson provided the Maintenance, Operations and Transportation (MOT) Yard Beautification report. He indicated the Galt Beautification Committee and their volunteers enhanced the entrance landscaping to our MOT yard. He recognized Jeanine St. Clair and her team of volunteers for their efforts.
6. Judith Hayes reported on Imagination Playground. A \$15,000 grant funded program she acquired through Kaboom. She indicated the program provides connections to college and career readiness. In addition, Ms. Hayes highlighted other grants acquired by Lake Canyon teachers in excess of \$50,000.

John Gordon requested that Ms. Hayes come back at the end of the school year to share how Imagination Playground is being used to improve learning outcomes.

#### ADDITIONAL ITEMS

1. Karen Schauer reported no complaints during the Williams Uniform Complaint Process 1<sup>st</sup> Quarterly Report.

#### **E. Recommended Actions**

1. **Routine Matters/New Business**

131.792 John Gordon pulled item d. Personnel from the Consent Calendar. A motion was made by John Gordon to approve all other items on the Consent Calendar, seconded by Grace Malson and unanimously carried.

- a. Approval of the Agenda
- b. Minutes: September 28, 2016 Regular Board Meeting
- c. Payment of Warrants –  
Certificated/Classified Payrolls Dated: 9/30/16, 10/7/16, 10/10/16  
 10/14/16  
Vendor Warrant Numbers: 17309488-17309545, 17309981 – 17310038,  
 17312210 – 17312304, 17313502 - 17313583
- d. Personnel
  - 1. Resignations/Retirement
  - 2. Leave of Absence Requests
  - 3. New Hires
- e. Donations
- f. Children’s Choice for Hearing & Talking (CCHAT) – Nonpublic Agency Contract
- g. Learning Solutions Non Public School Contract – Nonpublic Agency Contract

131.793 Consent Calendar (continued) – Items Removed for Later Consideration: **CC Items Removed**  
 Item d. Personnel

John Gordon asked about the resignation of multiple custodians at River Oaks and the lack of New Hires to replace them.

Donna Gill stated that custodians have left for full-time opportunities and substitute coverage has been sufficient as they work to hire new custodians.

A motion was made by John Gordon to approve Item d. Personnel, seconded by Wesley Cagle and unanimously carried.

Last Name	First Name	Assignment	Location	New Hire	Transfer	Resignation	Leave of Absence
Garcia	Ashdon	IA ASES	VO	X			
Plascencia	Juan	Custodian	RO			9/23/16	
Paredes	Yvette	Psychologist	MMS				3/20/17-6/14/17
MacLennan	Noelle	Substitute Teacher	NA			9/26/16	
Morales	Jazzmin	IA ASES	VO			9/27/16	
Luke	Raejohne	IA	VO			10/14/16	
Garcia	Alondra	IA	VO	X			

Navarro	Joecelyne	Classified Substitute	NA	X			
Loesch	Ryan	Classified Substitute	NA	X			
Ramberg	Helen	Classified Substitute	NA	X			
Peters	Sheena	Psychologist	DO				11/28/16-2/20/17
Quitter	Dana	IA Sp Ed	RO		X		
Reuthinger	Heidi	IA	LC	X			
Firestone	Mara	BFLC Tech	RO	X			
Martinez	Diana	BIA	VO	X			
Robles	Santos	Yard Supervisor	RO	X			
Von Conett	Brianna	Yard Supervisor	VO	X			
Jimenez	Elpidia	Custodian (Part Time)	RO	X			
Palomino	Thomas	IA Preschool	FS	X			
Contreras	Rita	Yard Supervisor	RO	X			
Perez	Jose	Custodian	RO			10/31/16	
Villalpando	Victoria	IA Sp Ed	RO			10/28/16	
Little	Joshua	Mechanic	MOT				12/6/16-4/6/17
Rodriguez	Oscar	Yard Supervisor	MRE			10/20/16	

131.794 LeeAnn McCabe, Consultant, SCI Consulting Group reported on the School Facility Needs Analysis.

PUBLIC HEARING

She highlighted a decrease in fees.

Matthew Felix stated that the executive summary of findings in paragraph one states that “the District’s State Capacity in 2015-16 is 3,800 K-8 students”. In the next paragraph it states “the District’s enrollment is 3,651 exceeding existing school capacity and new school facilities will be required for enrollments generated by new residential development”.

LeeAnn McCabe responded that space is at capacity at the elementary schools but middle school has excess space.

Matthew Felix asked if there is a need to revise these paragraphs or add a clarifying paragraph.

LeeAnn McCabe stated that she would be happy to add clarification to the analysis.

Matthew Felix requested confirmation that this section of the report would be revised for clarification purposes.

LeeAnn McCabe confirmed a clarifying paragraph would be added to the executive summary prior to the first paragraph.

John Gordon asked for clarification of Level 2 fees.

LeeAnn McCabe stated the fees decreased as expressed in the report.

Kevin Papineau summarized that the report will be revised to include clarification of school capacity and the resolution is correct as written.

A Public Hearing to Consider Resolution #3 Concerning the Approval of the District's School Facility Needs Analysis and Adoption of Alternative Level 2 School Facility Fees on Residential Development Pursuant to Government Code Section 65995.5 and Education Code Section 17620 was held. There was no public comment.

- |         |  |                |
|---------|--|----------------|
| 131.795 | A motion was made by Grace Malson to approve Resolution #3 Approving the GJUESD Schools Facilities Needs Analysis and Adoption of Alternative Level 2 School Facilities Fees on Residential Development in Compliance with Government Code Sections 65995.5 and 65995.6 and Making Related Findings and Determinations, seconded by John Gordon and unanimously carried.         | MOTION         |
| 131.796 | A Public Hearing to Consider Resolution #4 Concerning the Approval of the District's School Facility Needs Analysis, Level 1 Fee Justification Report and Adoption of School Facility Fees on Residential, Commercial and Industrial Development Pursuant to Government Code Section 65995 and Education Code Section 17620 was held. There was no public comment.               | PUBLIC HEARING |
| 131.797 | A motion was made by Matthew Felix to approve Resolution #4 Approving the District's School Facility Needs Analysis, Level 1 Fee Justification Report and Adoption of School Facility Fees on Residential, Commercial and Industrial Development Pursuant to Government Code Section 65995 and Education Code Section 17620, seconded by Kevin Papineau and unanimously carried. | MOTION         |
| 131.798 | A motion was made by Wesley Cagle to approve Galt Elementary Faculty Association (GEFA) and GJUESD Agreement Article XXIV, Term/Living Contract, seconded by Grace Malson and unanimously carried.   | MOTION         |

- 131.799 John Gordon made a motion to approve Letter of Support from the GJUESD Board of Trustees to Delta College Regarding the Selection of the San Joaquin Delta Community College North County Campus at the Liberty Road Site, South of Galt City Limits, seconded by Grace Malson and unanimously carried. MOTION
- 131.800 Board Consideration of Approval of BP/AR 1312.3 Uniform Complaint Procedures was tabled to allow for further review. The item will be brought to the November board meeting for action. MOTION
- 131.801 A Public Hearing of Galt Joint Union Elementary School District Sunshine Proposal for Fiscal Year 2016-17 with California School Employees Association was held regarding: PUBLIC HEARING
1. Article XV – Transportation
  2. Article XVII – Professional Growth
- Public Comment:  
Myla Frantson asked if Fiscal year 2015-16 was correct on the agenda or if it should be 2016-17.
- Karen Schauer stated that these articles are a continuation from 2015-16 and remain the same for 2016-17.
- 131.802 A motion was made by Kevin Papineau to approve Galt Joint Union Elementary School District Sunshine Proposal for Fiscal Year 2016-17 with California School Employees Association: MOTION
1. Article XV – Transportation
  2. Article XVII – Professional Growth
- Seconded by John Gordon and unanimously carried.
- 131.803 A motion was made by Grace Malson to approve Resolution #5 Ordering the Reduction of 12 Months to 11 Months of the Bilingual Office Assistant for Special Programs Position, seconded by Wesley Cagle and unanimously carried. MOTION
- 131.804 California School Employees Association (CSEA) Sunshine Proposal for Fiscal Year 2016-17 with Galt Joint Union Elementary School District NO ACTION
1. Article V Hours and Overtime
  2. Article VI CSEA Rights
  3. Article X Transfers
  4. Article XVIII Fringe Benefits
  5. Article XIX Wages
  6. Article XXI Disciplinary Action
- Karen Schauer stated Fiscal year 2015-16 was printed on the agenda in error.
- Sabrina Fry agreed.

**F. Pending Agenda Items**

1. School Furniture Analysis and Pilot Programs
2. Governance Team Continuous Improvement
3. Board Policy regarding Deferred Maintenance
4. Fairsite School Readiness Center
5. Data Analysis and Changes in State Accountability

John Gordon stated that the Afterschool Greer Lights Out event was a fabulous event.

**G. Adjournment**

The meeting adjourned at 9:05 p.m.

---

Grace Malson, Clerk

---

Date



## CONSENT CALENDAR Personnel

Last Name	First Name	Assignment	Location	New Hire	Transfer	Resignation	Retirement	Reclassification	Leave of Absence (include dates)
Palomino	Thomas	IA Preschool	FS			10/24/2016			
Flores	Margarita	IA Sp Ed	RO		X				
Armas	Clara	Yard Supervisor	LC	X					
Cornelio	Salvador	Substitute Teacher		X					
Ochoa-Ceja	Yajaira	Classified Substitute		X					
Becerra	Ruben	Classified Substitute		X					
Ashworth	Vickie	Classified Substitute		X					
Harcrow	Kathryn	Classified Substitute		X					
Robles	Santos	Yard Supervisor	VO			10/23/2016			
Moura	Marla	School Psychologist	LC/MRE						11/15/16-11/17/16
Swank	Jessica	IA ASES	VO	X					
Camacho	Allison	Substitute Teacher	NA	X					
Johnston	Heather	Substitute Teacher	NA	X					
Trinh	Jennifer	Teacher	VO			11/23/2016			





## CONSENT CALENDAR

### Donations

---

#### Lake Canyon

- Chris Bartkowski donated \$850.00 towards the Ron Clark Academy Conference
- Raley's donated \$207.73 towards site use

#### McCaffrey

- Raley's donated \$132.74 towards site use
- Lifetouch donated \$243.69 towards site use



## **CONSENT CALENDAR**

### Non Public Schools/Agencies Contracts

---

Additional Master Contracts for Non Public School providing service to student whose needs cannot be met in the district's programs.

1. North Valley School (A division of Victor Treatment Centers, Inc.)



Nonpublic, Non-Sectarian  
School/Agency Services

MASTER CONTRACT

#8

North Valley School (A division of Victor Treatment  
Centers, Inc.)

*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

*MASTER CONTRACT*

**2016–2017**

**MASTER CONTRACT**  
GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL AND AGENCY SERVICES

District GALT JOINT UNION ELEMENTARY

Contract Year 2016-2017

Nonpublic School

Nonpublic Agency

**Type of Contract:**

Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the District. Expiration Date: \_\_\_\_\_

*When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 -- Term of Master Contract.*

**DISTRICT MASTER CONTRACT  
GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL/AGENCY SERVICES  
2016-2017**

**TABLE OF CONTENTS**

**I. GENERAL PROVISIONS**

1. MASTER CONTRACT	1
2. CERTIFICATION AND LICENSES	1
3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS	2
4. TERM OF MASTER CONTRACT	2
5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION	3
6. INDIVIDUAL SERVICES AGREEMENT	3
7. DEFINITIONS	4

**II. ADMINISTRATION OF CONTRACT**

8. NOTICES	5
9. MAINTENANCE OF RECORDS	5
10. SEVERABILITY CLAUSE	6
11. SUCCESSORS IN INTEREST	6
12. VENUE AND GOVERNING LAW	6
13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES	6
14. TERMINATION	6
15. INSURANCE	6
16. INDEMNIFICATION AND HOLD HARMLESS	9
17. INDEPENDENT CONTRACTOR	9
18. SUBCONTRACTING	9
19. CONFLICTS OF INTEREST	10
20. NON-DISCRIMINATION	10

**III. EDUCATIONAL PROGRAM**

21. FREE AND APPROPRIATE PUBLIC EDUCATION	10
22. GENERAL PROGRAM OF INSTRUCTION	11
23. INSTRUCTIONAL MINUTES	12
24. CLASS SIZE	12
25. CALENDARS	13
26. DATA REPORTING	14
27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT	14
28. STATEWIDE ACHIEVEMENT TESTING	14
29. MANDATED ATTENDANCE AT LEA MEETINGS	14
30. POSITIVE BEHAVIOR INTERVENTIONS	15
31. STUDENT DISCIPLINE	16
32. IEP TEAM MEETINGS	16

**DISTRICT MASTER CONTRACT  
GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL/AGENCY SERVICES  
2016-2017**

33. SURROGATE PARENTS AND FOSTER YOUTH	17
34. DUE PROCESS PROCEEDINGS	17
35. COMPLAINT PROCEDURES	17
36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS	17
37. TRANSCRIPTS	18
38. LEA STUDENT CHANGE OF RESIDENCE	18
39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM	19
40. PARENT ACCESS	19
41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT	19
42. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS	20
43. STATE MEAL MANDATE	20
44. MONITORING	20
<b>IV. <u>PERSONNEL</u></b>	
45. CLEARANCE REQUIREMENTS	21
46. STAFF QUALIFICATIONS	22
47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS	23
48. STAFF ABSENCE	23
49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME	23
<b>V. <u>HEALTH AND SAFETY MANDATES</u></b>	
50. HEALTH AND SAFETY	24
51. FACILITIES AND FACILITIES MODIFICATIONS	24
52. ADMINISTRATION OF MEDICATION	25
53. INCIDENT/ACCIDENT REPORTING	25
54. CHILD ABUSE REPORTING	25
55. SEXUAL HARASSMENT/DISCRIMINATION	25
56. REPORTING OF MISSING CHILDREN	26
<b>VI. <u>FINANCIAL</u></b>	
57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING AND BILLING PROCEDURES	26
58. RIGHT TO WITHHOLD PAYMENT	27
59. PAYMENT FROM OUTSIDE AGENCIES	28
60. PAYMENT FOR ABSENCES	28
61. INSPECTION AND AUDIT	29
62. RATE SCHEDULE	30
63. DEBARMENT CERTIFICATION	30
EXHIBIT A: RATES (NPS ONLY)	32
EXHIBIT B: RATES (NPA ONLY)	35

2016-2017

CONTRACT NUMBER: -8-

LEA: GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT

**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:**

**NORTH VALLEY SCHOOL (a division of Victor Treatment Centers Inc.)**

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**  
**MASTER CONTRACT**

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract is entered into on July 1, 2016, between the **Galt Joint Union Elementary School District** (hereinafter referred to as the local educational agency "LEA" or "District") and **North Valley School** (nonpublic, nonsectarian school or agency, hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Master Contract does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as "ISA"), along with a Nonpublic Services Student Enrollment form. CONTRACTOR shall work with LEA to complete and return these forms to LEA prior to initiating any services for any student.

Unless otherwise agreed in writing, the ISA and the Nonpublic Services Student Enrollment form shall acknowledge CONTRACTOR'S obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of an LEA student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR. As available and appropriate, LEA shall make available access to any electronic IEP system and/or electronic database for ISA development, including invoicing.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent, or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by LEA student's parent.

**2. CERTIFICATION AND LICENSES**

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.* and within the professional scope of practice of each provider's license, certification and/or credential. A current copy of CONTRACTOR'S nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Master Contract is executed by



CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on the applicable CDE certification. Total LEA student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the state of California, a CONTRACTOR that operates a program outside of this state shall be certified or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this state, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR'S certification, failure to notify LEA and CDE of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and shall also be good cause for the suspension or termination of this Master Contract by LEA.

### **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless CONTRACTOR and LEA specifically agree, in writing, that a policy or policies, or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR'S failure to comply with applicable LEA policies (e.g., those policies relating to the provision of special education and/or related services, facilities for individuals with exceptional needs, LEA student enrollment and transfer, LEA student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract, and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

### **4. TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from July 1, 2016 to June 30, 2017 unless otherwise stated. (Cal. Code Regs., tit. 5, § 3062(a).) Neither the CONTRACTOR nor LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2017. (Cal. Code Regs., tit. 5, § 3062(d).) In the event a Master Contract is not renegotiated by June 30<sup>th</sup>, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR'S ownership or authorized representative shall be

provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

**5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

This Master Contract includes LEA Procedures and each Individual Services Agreement which are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing, LEA may modify LEA procedures from time to time without the consent of CONTRACTOR.

CONTRACTOR shall provide LEA with all information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation and CDE certification. LEA may require additional information as applicable. If the application packet is not completed and returned to LEA, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (Ed. Code §§ 56366(c)(1), (2).) In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students at the discretion of LEA.

**6. INDIVIDUAL SERVICES AGREEMENT**

This Master Contract shall include an ISA developed for each LEA student for whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for LEA students enrolled with the approval of LEA pursuant to Education Code section 56366(a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students.

Any and all changes to a LEA student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to LEA student's IEP. At any time during the term of this Master Contract, a LEA student's parent, CONTRACTOR, or LEA may request a review of a LEA student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and LEA agree otherwise in the ISA. (Ed. Code § 56366(a)(5); Cal. Code Regs., tit. 5, § 3062(e).) In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to an LEA student as a result of lack of provision of services while the student was served by the nonpublic school or agency.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2).

## 7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.
- b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood that a representative of the Special Education Local Plan Area ("SELPA") of which LEA is a member is an authorized LEA representative in collaboration with LEA. LEA maintains sole responsibility for the Master Contract, unless otherwise specified in the Master Contract.
- c. The term "credential" means a valid credential, life diploma, permit, or document in special education or Pupil Personnel Services issued by, or under the jurisdiction of, the California State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. As defined in Title 5 of the California Code of Regulations section 3001(r), the term "qualified" means that a person has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services (including but not limited to, for example, the requirements set forth in California Code of Regulations, title 5, sections 3064 and 3065 and Education Code section 56366.1(n)(1)), or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code and the scope of practice as defined by the licensing or credentialing body.) Nothing in this definition shall be construed as restricting the activities or services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations.
- e. The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. This includes, but is not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).
- f. "Parent" means a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in

accordance with Title 34 of the Code of Federal Regulations sections 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with LEA for the provision of special education or designated instruction and services for a child. (Ed. Code § 56028.)

- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Agreement" and may be referred to as such in this document.

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

All notices provided for by this Master Contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

### **9. MAINTENANCE OF RECORDS**

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to pupil records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; chart notes, Medi-Cal logs, daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided by instructional assistants, NPA behavior intervention aides, and bus aides and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held; business licenses held; documents evidencing other staff qualifications including social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; statements of income and expenses; general journals; cash receipts and disbursement books, general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports (Form 941/DE3DP); and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR'S employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record and the legitimate interests therefore. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization

affiliation, and date/time of access for each individual requesting or receiving information from LEA student's record. Such log needs not to record access to LEA student's records by: (a) LEA student's parent; (b) an individual to whom written consent has been executed by LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward all records within ten (10) business days to LEA. LEA shall have access to and receive copies of any and all documents required to be maintained by CONTRACTOR within five (5) business days of a request.

**10. SEVERABILITY CLAUSE**

If any provision of this Master Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Master Contract shall be severable and remain in effect.

**11. SUCCESSORS IN INTEREST**

This contract binds CONTRACTOR'S successors and assignees. CONTRACTOR shall notify LEA, in writing, of any change of ownership or corporate control within ten (10) business days of such change.

**12. VENUE AND GOVERNING LAW**

The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in the County where LEA is located.

**13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES**

This Master Contract may be modified or amended by LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. LEA shall provide CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

**14. TERMINATION**

This Master Contract or an Individual Service Agreement may be terminated for cause. Cause shall include but not be limited to non-maintenance of current nonpublic school certification, failure of either LEA or the CONTRACTOR to maintain the standards required under the Master Contract and/or Individual Services Agreement, or other material breach of the contract by CONTRACTOR or LEA. For purposes of Non Public School placement, the cause shall not be the availability of a public class initiated during the period of the Master Contract unless the parent agrees to the transfer of the student to a public school program at an IEP team meeting. To terminate the Master Contract, either party shall give twenty (20) days prior written notice to the other party (Ed. Code § 56366(a)(4)), or immediately if CONTRACTOR and LEA mutually agree that there are significant health or safety concerns. At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, except as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause, without terminating the Master Contract in its entirety. To terminate the ISA, either party shall also give twenty (20) days prior written notice to the other.

**15. INSURANCE**

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

\$2,000,000 per occurrence  
\$ 500,000 fire damage  
\$ 5,000 medical expenses  
\$1,000,000 personal & adv. injury  
\$3,000,000 general aggregate  
\$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

- B. **Business Auto Liability Insurance** for all owned scheduled, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- C. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering CONTRACTOR's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A -- Statutory Limits

Part B -- \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) Insurance**, including sexual molestation and abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

\$1,000,000 per occurrence  
\$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

- F. Any deductibles or self-insured retentions above \$100,000 must be disclosed to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services contracted for under this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance may reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

**PART II – INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY (“RTC”)**

When CONTRACTOR is a nonpublic school affiliated with a residential treatment center (NPS/RTC), the following insurance policies are required:

- A. **Commercial General Liability Insurance** of \$3,000,000 per Occurrence and \$6,000,000 in General Aggregate. The policy shall be endorsed to name the LEA and the Board of Education as named additional insureds and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no self-insured retention above \$100,000 without the prior written approval of the LEA.
- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime** coverage shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. **Sexual Molestation and Abuse** coverage, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

Consistent with Section 5 of this Master Contract, however, the Master Contract may be amended only by written amendment executed by both Parties.

**16. INDEMNIFICATION AND HOLD HARMLESS**

Except with respect to claims arising from a Party's separate negligence or willful acts, which shall remain that Party's personal obligation, each Party agrees to defend, indemnify and hold harmless the other Party and its directors, officers, employees, agents, attorneys, volunteers, and subcontractors with respect to a claim resulting from or arising out of this Master Contract or its performance and arising from the Party's actual or alleged act, failure to act, error, or omission in the performance of their obligations under this Agreement or any governing law or regulations.

**17. INDEPENDENT CONTRACTOR**

Nothing herein contained shall be construed to imply a joint venture, partnership or principal-agent relationship between LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the Parties or any affiliates of the Parties, or between LEA and any individual assigned by CONTRACTOR to perform any services for LEA.

If LEA is held to be a partner, joint venturer, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by LEA as a result of that holding.

**18. SUBCONTRACTING**

CONTRACTOR shall not enter into any subcontracting relationship without first obtaining final written approval of LEA. Should CONTRACTOR wish to subcontract for special education and/or related services pursuant to this Master Contract, it must provide written notification to LEA before any subcontracting arrangement is made. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR'S original request and CONTRACTOR shall not subcontract for said services.

Should LEA approve in concept of CONTRACTOR subcontracting for services, CONTRACTOR shall submit to LEA for approval the proposed subcontract. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts to the fullest extent possible. Furthermore, when CONTRACTOR creates subcontracts for the provision of special education and/or related services (including without limitation, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain indemnification and insurance requirements which comply with the provisions of Sections 15 and 16 of this Master Contract, for the duration of the term of each subcontract. If a proposed subcontract is approved by LEA, each subcontractor must furnish LEA with original endorsements and certificates of insurance effective coverage required by Section 15 of this Master Contract. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Unless otherwise agreed to by LEA, the endorsements are to be on forms provided by the LEA. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured. All endorsements are to be received and approved by LEA before the subcontractor's work commences. In addition, all sub-contractors must meet the requirements as contained in Section 45 (Clearance Requirements) and Section 46 (Staff Qualifications) of this Master Contract. No subcontract shall be considered final without LEA approval.



**19. CONFLICTS OF INTEREST**

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid and disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education Code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR'S facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e. before or after LEA student is enrolled in CONTRACTOR'S school/agency) or whether an assessment of LEA student is performed or a report is prepared in the normal course of the services provided to LEA student by CONTRACTOR. To avoid a conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, LEA may, in its discretion, not fund services through the evaluator whose IEE LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When CONTRACTOR is a nonpublic agency, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who was an employee of LEA within three hundred and sixty five (365) days prior to executing this Master Contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from LEA through due process proceedings.

**20. NON-DISCRIMINATION**

CONTRACTOR shall not unlawfully discriminate on the basis of gender, nationality, race or ethnicity, religion, age, sexual orientation, gender identity, gender expression, or disability or any other classification protected by federal or state law, in employment or operation of its programs.

**EDUCATIONAL PROGRAM**

**21. FREE AND APPROPRIATE PUBLIC EDUCATION ("FAPE")**

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within

the nonpublic school or nonpublic agency consistent with LEA student's IEP and as specified in the ISA. If CONTRACTOR is a nonpublic school, CONTRACTOR shall not accept a LEA student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If a LEA student's services are provided by a third party (i.e. a related services provider) CONTRACTOR shall notify LEA, in writing, if the provision of services ceases.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in LEA student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of LEA student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall ensure that facilities are adequate to provide all LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a LEA student's parent(s) for services and/or activities not necessary for LEA student to receive a free appropriate public education after: (a) written notification to LEA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by LEA of the written notification and a written acknowledgment signed by LEA student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for an LEA student to receive a free appropriate public education shall not interfere with LEA student's receipt of special education and/or related services as specified in LEA student's IEP and ISA unless LEA and CONTRACTOR agree otherwise in writing.

## **22. GENERAL PROGRAM OF INSTRUCTION**

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.* and shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR'S general program of instruction shall: (a) utilize evidence-based practices and predictors and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in LEA student's IEP and ISA. LEA students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards-aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school; (b) college preparation courses; (c) extracurricular activities such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. When appropriate, CONTRACTOR shall utilize the designated curriculum guidelines for students with moderate to severe disabilities who participate in the State's alternative assessment. These students shall have access to the core content, activities, and instructional materials delineated within these curriculum guidelines. CONTRACTOR'S general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Master Contract.

When CONTRACTOR serves LEA students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading

toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to LEA students who have not successfully completed all of LEA's graduation requirements. Per Sections 60851.5 and 60851.6 of the California Education Code, these requirements do not include passing the California High School Exit Exam ("CAHSEE") as the administration of that examination is currently suspended.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR'S general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines/certifications and any state licensing requirements and shall be provided as specified in LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention Services shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a contractor that is an LCI, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver has a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI contractors shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention Services must have on staff individuals trained as the law requires. (Cal. Code Regs., tit. 5, § 3051.23.) It is understood that Behavior Intervention Services are limited per CDE Certification and do not constitute an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless LEA and CONTRACTOR agree otherwise in writing.

### **23. INSTRUCTIONAL MINUTES**

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level attending LEA schools and shall be specified in LEA student's ISA developed in accordance with LEA student's IEP.

For students in grades kindergarten through 12, inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and pass time shall be the same as the Education Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to LEA students attending LEA schools in like grade levels unless otherwise specified in LEA student's IEP and ISA.

When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in LEA student's ISA developed in accordance with LEA student's IEP.

### **24. CLASS SIZE**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both Parties. This provision does not apply to a nonpublic agency.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three (3) and five (5) years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 *et seq.*

## 25. CALENDARS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to LEA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of LEA. Nothing in this Master Contract shall be interpreted to require LEA to accept any requests for calendar changes. In the event LEA adjusts the number of school days for the regular school year and/or extended school year, the approved number of days shall become the total billable days for the nonpublic school or agency. In such a case, an amended calendar shall be provided by CONTRACTOR for LEA approval.

Unless otherwise specified by the student's IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe only the same legal holidays as LEA. As of the execution of this Master Contract, these holidays are: Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King, Jr. Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to LEA-developed/approved calendar; or as specified in LEA student's IEP and ISA. Unless otherwise specified in LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that LEA student's school of attendance is in session and LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on LEA calendar unless CONTRACTOR and LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be

eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

**26. DATA REPORTING**

CONTRACTOR shall agree to provide to LEA, all data (including billing information) related to students who are served by the CONTRACTOR. CONTRACTOR agrees to provide all data related to or referenced in any and all sections of this Master Contract if requested by LEA. CONTRACTOR agrees to provide all requested information in the format required by LEA. It is understood that all nonpublic schools and nonpublic agencies shall utilize the Special Education Information System (SEIS) or comparable program/system approved by LEA/SELPA for all IEP development and progress reporting. Additional progress reporting may be required by LEA. LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access so that this information may be compiled.

LEA shall provide CONTRACTOR with approved forms and/or format for such data including but not limited to invoicing, attendance reports and progress reports. LEA may approve use of CONTRACTOR-provided forms at its discretion.

**27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options (and/or dual enrollment options if available and appropriate) for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services and goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist LEA in implementing the IEP team's recommendations and/or activities to support the transition.

**28. STATEWIDE ACHIEVEMENT TESTING**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress ("CAASP"), Desired Results Developmental Profile ("DRDP"), achievement and abilities tests (using LEA-authorized assessment instruments), and the Fitness Gram, California English Language Development Test ("CELDT") as appropriate to the student and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

**29. MANDATED ATTENDANCE AT LEA MEETINGS**

CONTRACTOR shall attend LEA mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, standardized testing, and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

**30. POSITIVE BEHAVIOR INTERVENTIONS**

CONTRACTOR shall comply with all requirements of Education Code section 56521.1 and 56521.2 regarding positive behavior interventions. Failure to do so shall constitute sufficient cause for contract termination.

LEA students who exhibit serious behavioral challenges must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the individualized education program ("IEP") team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan (BIP), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy consistent with California Education Code section 56521.1 regarding emergency interventions and Behavioral Emergency Reports ("BERs"). Further, CONTRACTOR shall affirmatively inform each of its employees about the policy and provide each employee a copy thereof. CONTRACTOR shall also ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. Training includes certification with an approved SELPA crisis intervention program. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within 6 days of any new hire.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP that is designed to change, replace, modify, or eliminate a targeted behavior, and instead may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the LEA student, or others. Before emergency interventions may be applied, the behavior must be of the kind that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. Emergency interventions shall not be employed longer than necessary to contain the behavior. If a situation requires prolonged use of an emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency, as suitable to the situation.

To prevent emergency interventions from being used in lieu of planned, systematic behavioral interventions, the parent, guardian, and residential care provider, if appropriate, shall be notified if an emergency intervention is used or serious property damage occurs. CONTRACTOR shall immediately complete and maintain in the file of LEA student a BER which shall include all of the following: (1) The name and age of the individual with exceptional needs; (2) The setting and location of the incident; (3) The name of the staff or other persons involved; (4) A description of the incident and the emergency intervention used, and whether the LEA student is currently engaged in any systematic behavioral intervention plan; and (5) Details of any injuries sustained by LEA student or others, including staff, as a result of the incident. The BER shall be submitted to LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall also notify Parent within twenty-four (24) hours via telephone.

Consistent with the requirements of California Education Code section 56521.1(g), if a BER is written regarding an LEA student who does not have a behavior intervention plan, the designated responsible administrator shall, within two days, schedule an IEP Team meeting to review the emergency report, to determine the necessity for a functional behavioral assessment, and to determine the necessity for an interim plan. The IEP Team shall document the reasons for not conducting the functional behavioral assessment, not developing an interim plan, or both. Consistent with the requirements of California Education Code section 56521.1(h), if a behavioral emergency report is written regarding an LEA student who has a positive behavioral intervention plan, an incident involving a previously unseen serious behavior problem, or where a previously designed intervention is ineffective, shall be referred to the IEP team to review and determine if the incident constitutes a need to modify the positive behavioral intervention plan.

**31. STUDENT DISCIPLINE**

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations.

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall submit a written discipline report within 24 hours to LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: LEA student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10<sup>th</sup>) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

**32. IEP TEAM MEETINGS**

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school and/or by the nonpublic agency; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (Ed. Code §§ 56366(a)(2)(B)(i), (ii); 56345(b)(4).)

If an LEA student is to be transferred from a nonpublic school setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP Team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR or LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR and LEA. CONTRACTOR shall provide to LEA, at no cost and prior to an annual or triennial IEP Team meeting, documentation which shows progress on goals and any and all assessments and written assessment reports (including testing protocols) created by CONTRACTOR and any of its agents or subcontractors, upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the Special Education Information System (SEIS) or other comparable program/system as designated by LEA at LEA's discretion, for all IEP planning and progress reporting. LEA or SELPA shall provide training for any nonpublic school and nonpublic agency to assure access to SEIS or the comparable program/system designated for use by LEA. The nonpublic school and/or nonpublic agency shall maintain confidentiality of all IEP data on SEIS or comparable program/system and shall protect the password requirements of the system. When a student disenrolls from the nonpublic school or stops receiving services from the nonpublic agency, such CONTRACTOR shall discontinue use of SEIS and/or comparable program/system for that student.

Changes in any LEA student's educational program, including instruction, services, or instructional setting provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purpose of considering a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH.

**33. SURROGATE PARENTS AND FOSTER YOUTH**

CONTRACTOR shall comply with all LEA surrogate parent assignments. A pupil in foster care shall be defined pursuant to Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1

**34. DUE PROCESS PROCEEDINGS**

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office for Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR'S program and/or the implementation of a particular student's IEP/ISA.

**35. COMPLAINT PROCEDURES**

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination Policy pursuant to Title 5 of the California Code of Regulations section 4960(a); (3) Sexual Harassment Policy pursuant to California Education Code 231.5; (4) Title IX Student Grievance Procedures pursuant to Title 34 of the Code of Federal Regulations sections 106.8(a) and 106.9(a); (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPPA"), 45 C.F.R. § 164.520; and (6) Notification and Complaint Procedures for Disability Access, pursuant to 42 U.S.C. §§ 12101 et seq. CONTRACTOR shall include verification of these procedures to LEA.

**36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents, with a concurrent copy sent to LEA, at least four written progress reports/report



cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR'S place of business.

CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, chart notes, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior support and/or intervention plans. LEA may request copies of such data at any time within five years of the date of service. CONTRACTOR agrees to maintain the information for at least five years and also shall provide this data supporting progress within 5 business days of request. Additional time may be granted as needed by LEA.

CONTRACTOR shall complete academic or other assessment of LEA student one month prior to LEA student's annual or triennial review IEP team meeting for the purpose of reporting LEA student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. Sufficient copies of reports, projected goals and/or any other relevant documents to be reviewed by the IEP Team shall be provided to the District no later than five (5) business days prior to an annual or triennial IEP team meeting. CONTRACTOR shall maintain all supporting documentation including but not limited to test protocols and data collection, which shall be made available to LEA within 5 business days of request.

CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and the development of present levels of performance. All other assessments shall be provided by LEA unless LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Such assessment costs may be added to the ISA and/or approved separately by LEA at LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For nonpublic agency services, supervision provided by a qualified individual as specified in Title 5 of the California Code of Regulations section 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge LEA student's parent(s) or LEA for the development or provision of progress reports, report cards, and/or any assessments, interviews, or attendance at any meetings, including but not limited to IEP meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to LEA upon written request.

### **37. TRANSCRIPTS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine (9) through twelve (12) inclusive. CONTRACTOR shall submit all transcripts on LEA-approved forms to LEA student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to LEA names of LEA students and their schools of residence for whom transcripts have been submitted as specified by LEA.

### **38. LEA STUDENT CHANGE OF RESIDENCE**

Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of LEA student's change of residence. Within five (5) school days after CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify LEA, in writing, of LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of LEA student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered after LEA student's change of residence.

**39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM**

CONTRACTOR shall immediately report, by telephone, with a follow-up written notification within five (5) business days to LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn without prior notice from school and/or services. CONTRACTOR shall confirm such telephone call on LEA approved forms and submit to LEA and the Department of Education, if required, within five (5) business days of the withdrawal, including a student's change in residence to a residence outside of LEA service boundaries, and the student's discharge against professional advice from a Nonpublic School/Residential Treatment Center ("NPS/RTC"). CONTRACTOR shall assist LEA to verify and clear potential dropouts three (3) times per year.

**40. PARENT ACCESS**

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and LEA student's living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTORS operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and provide travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA.

**41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT**

If CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with Penal Code section 627.1 *et seq.*, as well as all other LEA and campus-specific policies and procedures regarding visitors to/on school campuses. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of CONTRACTOR services on LEA public school campuses.

For services provided on a public school campus, sign in/out procedures shall be followed along with all procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the educational program and all nonpublic agency service providers shall work collaboratively with the classroom teacher who shall remain in charge of the instructional program.

It is understood that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the Master Contract.

CONTRACTORS providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to LEA prior to the start of any home-based services, including written

and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to LEA.

CONTRACTOR, if providing services in a student's home as specified in the IEP, shall assure that at least one parent of the child or an adult caregiver with written and signed authorization to make decisions in an emergency is present during the provision of services. The names of any adult caregiver other than the parent shall be provided to LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform LEA of any changes of caregivers and provide written authorization for emergency situations. The adult caregiver cannot be an employee or volunteer associated with the nonpublic school/nonpublic agency service provider. Moreover, for services provided in a pupil's home as specified in the IEP, CONTRACTORS must assure that the parent or LEA-approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written, shall also be provided to the LEA.

**42. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS**

If CONTRACTOR is a licensed children's institution ("LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 56366(a)(2)(C) and 56366.9, Health and Safety Code section 1501.1(b), (AB1858, AB490 (Chapter 862, Statutes of 2003)) and the procedures set forth in LEA Procedures. A LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment and 2) the educational placement and services specified in each student's IEP at the time of enrollment.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1411 *et seq.* and Education Code section 56000, *et seq.*; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 ("IDEIA"), 20 U.S.C. section 1401(29); Education Code section 56031; Title 5, California Code of Regulations section 3001 *et seq.*, Title 2, California Code of Regulations section 60100 *et seq.* regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in LEA student's IEPs.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by LEA student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state shall be certified or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

**43. STATE MEAL MANDATE**

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

#### 44. MONITORING

CONTRACTOR shall allow representatives from LEA access to its facilities for the purpose of periodic monitoring of each LEA student's instructional program, and shall be invited to participate in the formal review of each student's progress. LEA representatives shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR'S site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also a LCI and/or NPS/RTC, LEA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall fully participate in any LEA and CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the nonpublic school/agency, compliance with relevant state and federal regulations, and Master Contract compliance. If requested by LEA, CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment submitted as specified by LEA. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card in accordance with California Education Code Section 33126.

### PERSONNEL

#### 45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice ("CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for all of CONTRACTOR'S employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR'S employees and volunteers shall not come in contact with LEA students until both CDOJ and FBI clearance are ascertained. CONTRACTOR shall further certify in writing to LEA that none of its employees, volunteers, or subcontractors who will have, or likely may have any direct contact with LEA students, have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Clearance certification shall be submitted to LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

The passage of AB 389 amends Education Code sections 44237 and 56366.1 as to the verification that the CONTRACTOR has received a successful criminal background check clearance and has enrolled in subsequent arrest notification service, as specified, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. Further this bill deletes the exemption for applicants possessing a valid California state teaching credential or who are currently licensed by another state agency that requires a criminal record summary, from submitting 2 sets of fingerprints for the purpose of obtaining a criminal record summary from the California Department of Justice ("CDOJ") and the Federal Bureau of Investigation ("FBI"). Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service as required by California Penal Code section 11105.2 for all staff shall be provided upon request.

**46. STAFF QUALIFICATIONS**

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services are qualified as defined in Section 7(d) of this Mater Contract, including but not limited to holding a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold to render the service consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58 and Title 5 of the California Code of Regulations, sections 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and/or services to students with the disabling conditions placed in their program/school through documentation provided to the CDE. (Cal. Code Regs., tit. 5, § 3064(a).)

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development.

Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff who hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including, but not limited to instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State and serving an LEA student shall be certified or licensed by that

state to provide special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

**47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall notify LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students as specified in LEA Procedures. Within thirty (30) days, CONTRACTOR shall provide LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within thirty (30) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period during which such person is providing services under this Master Contract. Failure to notify LEA of changes in licenses, certifications or suspensions shall be good cause for termination of this Master Contract by LEA.

Failure to notify LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and shall also suffice as good cause for the suspension or termination of this Master Contract by LEA.

**48. STAFF ABSENCE**

When CONTRACTOR is a nonpublic school and CONTRACTOR'S classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage on LEA substitute teacher log. Substitute teachers shall remain with their assigned class during all instructional time. LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided.

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR'S service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section seven (7) of this Master Contract and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR'S service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for his/her student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and an authorized LEA representative.

**49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME**

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or nonpublic agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this Master Contract.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and LEA policy. Such policies and procedures shall be made available to CONTRACTOR upon CONTRACTOR'S request. It is understood that the public school credentialed classroom teacher is responsible for the instructional program, and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program. Failure to comply with this and all LEA requirements in this regard shall be sufficient cause to terminate this Master Contract.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or an LEA-approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to LEA. It is understood that unless otherwise agreed to by LEA, a public school credentialed teacher is responsible for the instructional program and all nonpublic agency related service providers shall work collaboratively with the teacher who shall remain in charge of supervising the instructional program.

**HEALTH AND SAFETY MANDATES**

**50. HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et seq.*, and 49406, and Health and Safety Code section 121545 regarding the examination of CONTRACTOR'S employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, Title 29 of the Code of Federal Regulations section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

**51. FACILITIES AND FACILITIES MODIFICATIONS**

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 of the California Code of Regulations section 550. During the duration of this Agreement, if CONTRACTOR is subject to fines, penalties and findings of non-compliance, CONTRACTOR shall assume any and all responsibilities for payment of such financial obligations. CONTRACTOR shall also be fully responsible for any structural changes and/or modifications to CONTRACTOR'S facilities as required to comply with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify LEA or CDE of any changes in, major modification or

relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by LEA.

In signing this Agreement, CONTRACTOR certifies that its facilities either comply with federal and state and local laws regarding disability access, or possesses and has available upon demand, a self-evaluation and/or transition plan in accordance with said laws.

**52. ADMINISTRATION OF MEDICATION**

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist LEA student with the administration of such medication after LEA student's parent(s) provide(s) to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR'S employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with student's physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

In the event there is an LEA student who is on a prescription medication regimen, the CONTRACTOR is to: (a) first obtain a copy of the appropriate medication authorization form available from LEA student's primary regional or site nurse; or (b) in the event the student does not take prescription medication during the school day, but would only take such medication while in the care, custody and control of the CONTRACTOR, prior to the commencement of services to LEA student, CONTRACTOR is to obtain a signed copy of the appropriate medication authorization form from the District. Both the District and CONTRACTOR shall retain a copy of the Authorization.

**53. INCIDENT/ACCIDENT REPORTING**

CONTRACTOR shall within 24 hours, submit electronically, any accident or incident report to LEA. CONTRACTOR shall properly submit required accident or incident reports as required by the District.

**54. CHILD ABUSE REPORTING**

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 *et seq.* and Education Code section 44691. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to LEA.

CONTRACTOR is to read and become familiar with the District's *Mandated Child Abuse and Neglect Reporting Manual*, available on the District's Risk Management Web Site at:  
<http://www.egusd.net/riskmanagement/Info-MandRep.html>.

In the event there is suspicion of abuse conducted by District staff (e.g. a student reports to CONTRACTOR staff of abuse from District staff), CONTRACTOR is to file the appropriate report to the Sacramento County Sheriff. CONTRACTOR is also to confidentially notify the Risk Management



Department (Risk Manager) of the report. CONTRACTOR is to cooperate with any investigation conducted by the District in connection with such report.

**55. SEXUAL HARASSMENT**

CONTRACTOR shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitute sexual harassment and that is prohibited by the CONTRACTOR'S policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation and procedures for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

**56. REPORTING OF MISSING CHILDREN**

CONTRACTOR assures LEA that all staff members, including volunteers and any independent contractor and/or subcontractor authorized pursuant to this Master Contract, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to LEA. The written statement shall be submitted as specified by LEA.

**FINANCIAL**

**57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every child.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing, including requirements of electronic billing, as specified by LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in LEA student's IEP and ISA which are provided on billable days of attendance. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and in compliance with LEA Procedures, and will be governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and, in addition, on a LEA form with signatures in the manner prescribed by LEA. Contractor will submit invoices using the format provided by LEA. At the request of LEA, invoices may require the following information: name of LEA student for whom service was provided; the type of service provided; (if payment for assessment is approved by LEA pursuant to Section 36 of this Master Contract, the invoice must describe whether the assessment was prepared for an initial, annual, amended, or triennial IEP; month of service; specific dates (date, month, year and times) of services coordinated pursuant to LEA-approved calendar unless otherwise specified in the IEP or agreed to by LEA; name of

staff who provided the service and that individual's licensing and credentials; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of the nonpublic school/nonpublic agency administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this Master Contract; and verification that progress reports have been provided consistent with the ISA (consistent with IEP benchmark dates, unless otherwise specified on the ISA); and name or initials of each student for when the service was provided. In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this Master Contract. At the discretion of LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this Master Contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31<sup>st</sup> after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six months after the close of the fiscal year unless approved by LEA to resolve billing issues including rebilling issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than 12 months from the close of the fiscal year. If the billing or rebilling error is the responsibility of LEA, then no limit is set provided that LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

#### **58. RIGHT TO WITHHOLD PAYMENT**

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice; (e) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR'S educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA within five (5) days of such confirmation; (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student; or (i) CONTRACTOR fails to provide the required liability/insurance documentation as outlined in Section 15. It is understood that no payments shall be made for any invoices that are not received by six months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by LEA until completion of a review or audit, if deemed necessary by LEA. Such review or audit will be completed within ninety (90)

days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to LEA student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR'S written request showing good cause, LEA shall extend CONTRACTOR'S time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR'S notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after LEA's response to CONTRACTOR'S notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c)(2).

## **59. PAYMENT FROM OUTSIDE AGENCIES**

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students.

## **60. PAYMENT FOR ABSENCES**

### NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section seven (7) of this Master Contract and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student's IEP.

#### NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of LEA student's unexcused absence, CONTRACTOR shall notify LEA of such absence as specified in LEA Procedures.

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for ADA reimbursement under state law, nor shall student be eligible for make-up services.

#### NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR'S service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section seven (7) of this Master Contract and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR'S service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

#### NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a LEA student no later than the fifth (5th) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

### **61. INSPECTION AND AUDIT**

CONTRACTOR shall maintain and LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide LEA access to all records as defined in Section 9 of this Master Contract. CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR'S offices (to be specified by LEA), at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR'S offices for purposes of interviewing CONTRACTOR'S employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to LEA, unless LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR'S over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR'S over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

**62. RATE SCHEDULE**

The attached rate schedules (Exhibits A and B) limit the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the percentage of a 314-minute instructional day.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this Master Contract, shall be as stated in Exhibits A and B.

When CONTRACTOR is a nonpublic school associated with a Residential Treatment Center ("NPS/RTC"), Educationally Related Mental Health Services (ERMHS) are provided in an integrated, intensive, educationally related therapeutic residential setting which includes social emotional/behavior support through individual counseling, group counseling, family consultation and support, as appropriate. It is a collaborative model which includes educational professionals and related service providers, where all supports and services are integrated in the NPS/RTC program. Costs for ERMHS are all inclusive and combined with the daily rate as ERMHS+RB ("ERMHS + Room and Board"). ERMHS plus Room and Board payments are based on positive attendance (payable for up to a maximum of 365 days) only, with up to a maximum of 10 days payment per student, per contract year, when a bed is unoccupied, for home visits of a therapeutic nature.

**63. DEBARMENT CERTIFICATION**

By signing this agreement, CONTRACTOR certifies that:

- (a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Has/have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The Parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1<sup>st</sup> day of July 2016 and terminates at 5:00 P.M. on June 30, 2017, unless sooner terminated as provided herein.

CONTRACTOR  
North Valley School

Nonpublic School/Agency

By:

Signature

Date

Manuel Lua, Regional Director

Name and Title of Authorized  
Representative

Notices to CONTRACTOR shall be addressed to:  
Manuel Lua, Regional Director

Name and Title

North Valley School

Nonpublic School/Agency/Related Service Provider

12755 N Highway 88

Address

Lodi, CA 95240

City

State

Zip

209-340-5836

209340-5804

Phone

Fax

sforeman@victor.org

Email\*

(\*Required)

LEA

Galt Joint Union Elementary School District

By:

Signature

Date

By:

Tom Barentson

Director of Business Services

Name and Title of Authorized

Representative

Notices to LEA shall be addressed to:  
Jamie Hughes, Program Coordinator

Name and Title

Galt Joint Union Elementary School District

LEA

1018 C Street, Suite 210

Address

Galt

CA

95632

City

State

Zip

(209) 744-4545 ext 327

(209) 744-4554

Phone

Fax

jhughes@galt.k12.ca.us

Email

**Additional LEA Notification**  
(Required if Completed)

**Amanda Johnson, Program Specialist**

Name and Title

Galt Joint Union Elementary School District

LEA

1018 C Street, Suite 210

Address

Galt

CA

95632

City

State

Zip

(209) 744-4545 ext 339

(209) 744-4554

Phone

Fax

ajohnson@galt.k12.ca.us

Email

**EXHIBIT A: RATES - NON-PUBLIC SCHOOL ONLY – 2016-2017 CONTRACT YEAR**

**CONTRACTOR** North Valley School (a division of Victor Treatment Centers, Inc.) **CONTRACTOR NUMBER** -8- **2016-2017**

**(NONPUBLIC SCHOOL)** (CONTRACT YEAR)

**Per CDE Certification, total enrollment may not exceed** \_\_\_\_\_ **If blank, the number shall be as determine by CDE Certification.**

**Rate Schedule.** This rate schedule limits the number of LEA students who may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students who can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed  
 Total LEA enrollment may not exceed  
 (per Master Contract Section 62)

A. Basic Education Program/Special Education Instruction  
Basic Education Program/Dual Enrollment

Rate	Period
169.71	Daily

Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.

**B. Related Services**

- (1) a. Transportation – Round Trip (NPS only, unless otherwise agreed to by LEA) \_\_\_\_\_
- b. Transportation – One Way (NPS only, unless otherwise agreed to by LEA) \_\_\_\_\_
- c. Transportation-Dual Enrollment \_\_\_\_\_
- d. Public Transportation \_\_\_\_\_
- e. Parent\* \_\_\_\_\_
- (2) a. Educational Counseling – Individual \_\_\_\_\_
- b. Educational Counseling -- Group of \_\_\_\_\_
- c. Counseling – Parent \_\_\_\_\_
- (3) a. Adapted Physical Education – Individual \_\_\_\_\_
- b. Adapted Physical Education – Group of \_\_\_\_\_
- c. Adapted Physical Education – Group of \_\_\_\_\_
- (4) a. Language and Speech Therapy – Individual \_\_\_\_\_
- b. Language and Speech Therapy – Group of 2 \_\_\_\_\_
- c. Language and Speech Therapy – Group of 3 \_\_\_\_\_
- d. Language and Speech Therapy – Per diem \_\_\_\_\_
- e. Language and Speech - Consultation Rate \_\_\_\_\_
- (5) a. Additional Instructional Assistant - Individual (must be authorized on IEP) \_\_\_\_\_
- b. Additional Instructional Assistant – Group of 2 \_\_\_\_\_
- c. Additional Instructional Assistant – Group of 3 \_\_\_\_\_
- (6) Intensive Special Education Instruction\*\* \_\_\_\_\_
- (7) a. Occupational Therapy – Individual \_\_\_\_\_
- b. Occupational Therapy – Group of 2 \_\_\_\_\_
- c. Occupational Therapy – Group of 3 \_\_\_\_\_
- d. Occupational Therapy – Group of 4 - 7 \_\_\_\_\_
- e. Occupational Therapy - Consultation Rate \_\_\_\_\_
- (9) Physical Therapy \_\_\_\_\_
- (10) a. Behavior Intervention – BII \_\_\_\_\_
- b. Behavior Intervention – BID \_\_\_\_\_
- Provided by: \_\_\_\_\_
- (11) Nursing Services \_\_\_\_\_

\*Parent transportation reimbursement rates are to be determined by LEA.  
 \*\*By credentialed Special Education Teacher.



## **CONSENT CALENDAR**

### Out of State Conference Attendance

---

Out Of State Conference Attendance by Sheetal Pal to Attend the Council for Exceptional Children 2017 Special Education Convention and Exposition in Boston, MA, April 19-22, 2017

- Educator Effectiveness Funds will be used to support this professional learning opportunity





## Galt Joint Union Elementary School District

1018 C Street, Suite 210, Galt, CA 95632  
209-744 4545 \* 209-744-4553 fax

### Board Meeting Agenda Item Information

<b>Meeting Date:</b> 11/17/16	<b>Agenda Item:</b> 131.806 Consent Calendar (continued)- Items Removed For Later Consideration
<b>Presenter:</b> Karen Schauer	<b>Action Item:</b> XX <b>Information Item:</b>

The Board will have the opportunity to address any items that are moved from the consent calendar.



## Board Meeting Agenda Item Information

<b>Meeting Date:</b> 11/17/16	<b>Agenda Item: 131.807</b> Board Consideration to Establish December 14, 2016 at 7:00p.m. at the Galt Joint Union Elementary School District Office as the Annual Organizational Meeting and Regular Monthly Meeting per Education Code §35143
<b>Presenter:</b> Karen Schauer	<b>Action Item:</b> XX <b>Information Item:</b>

Under provisions of Education Code section 35143, the governing board is required to set an annual organizational meeting “within a 15-day period that commences with the date upon which a governing board member elected at that election takes office. Organizational meetings in years in which no such regular election for governing board members is conducted shall be held during the same 15-day period on the calendar.”

The 15-day period for 2016 is December 2 -16.

The day and time of the annual meeting are to be selected by the governing board at its regular meeting held (in November) immediately prior to the first day of such 15-day period, and the board shall notify the County Superintendent of Schools of the day and time selected.

Board approval is recommended to set the annual organizational meeting for December 14, 2016.



## Galt Joint Union Elementary School District

1018 C Street, Suite 210, Galt, CA 95632  
 209-744 4545 \* 209-744-4553 fax

### Board Meeting Agenda Item Information

<b>Meeting Date:</b> 11/17/16	<b>Agenda Item: 131.808</b> Board Consideration of Nominations for CSBA (California School Boards Association) Delegate Assembly, Subregion 6-B
<b>Presenter:</b> Karen Schauer	<b>Action Item:</b> XX <b>Information Item:</b>
<p>CSBA's Delegate Assembly is a vital link in the association's governance structure. Working with local districts, county offices, the Board of Directors and Executive Committee, Delegates ensure that the association reflects the interests of school districts and county offices of education throughout the state. It sets CSBA's general policy direction and fulfills a critical governance role within the Association. The Delegate Assembly is comprised of Delegates who are elected by local board members in 21 geographic regions throughout the state. The Delegate Assembly meets twice each year. Nomination and candidate biographical sketch forms for CSBA's Delegate Assembly are now being accepted until Saturday, January 7, 2017.</p> <p>Any CSBA member board is eligible to nominate board members within their geographical region or subregion. Each board may nominate as many individuals as it chooses, however, it is the responsibility of the nominating board to obtain permission from the nominee prior to submitting his or her name. Delegates serve a two-year term beginning April 1, 2017 through March 31, 2019.</p>	



## Frequently Asked Questions regarding Delegate Assembly Nominations and Elections

**Who is eligible to serve on Delegate Assembly?** To be eligible to serve on CSBA's Delegate Assembly, a board member must:

- Be a trustee of a district or county office of education that is a current member of CSBA; and
- Be a trustee of a district or county office of education within the geographic region or subregion which the Delegate will represent.

**What is the term of office to serve on Delegate Assembly?** The term of office for each Delegate is two years beginning April 1, 2017 through March 31, 2019. Within each region, approximately half of the Delegates are elected in even-numbered years and half in odd-numbered years.

**How is a board member nominated to serve on the Delegate Assembly?** A board member must be formally nominated by a board in the region or subregion and may be nominated by his or her own district or county office. The nomination is an action that is taken in a public board meeting and requires a majority vote. A board may nominate as many individuals as it wishes, however, it is the responsibility of the nominating board to obtain permission from the nominee prior to submitting his or her name.

**What does a nomination consist of?** A nomination consists of a completed signed nomination and a one-page candidate biographical sketch form. In addition, an optional, one-page, single-sided, résumé may be submitted, (résumé cannot be substituted for the candidate biographical sketch form). The biographical sketch will be copied exactly as submitted and included with the ballots.

**When are the nomination and biographical sketch forms due?** The nomination and candidate biographical sketch forms must be delivered to CSBA either by fax (916) 371-3407, email [nominations@csba.org](mailto:nominations@csba.org), or mail, postmarked by the U.S.P.S., on or before **Saturday, January 7, 2017**. *It is the nominee's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office.*

**How are nominees elected to serve on Delegate Assembly?** Ballots are mailed by Wednesday, February 1 to each district or county board within the region or subregion. Ballots must be delivered to CSBA via U.S.P.S. postmarked by Wednesday, March 15, in order to be accepted. Ballots may not be faxed or emailed.

Voting for Delegates is an action of the entire board rather than individual board members; therefore, it is done at a public meeting and requires a majority vote. Each board may vote for as many persons as there are positions to be filled within the region or subregion. All districts and candidates are notified of the results no later than March 31. If there is a tie vote, a run-off election will be held.

**What are the required Delegate Assembly meeting dates?** There are two required Delegate Assembly meetings each year. In 2017, the first meeting will be May 20-21 in Sacramento and the second one will be November 29-30 in San Diego preceding CSBA's Annual Education Conference and Trade show.

**Does CSBA cover expenses for Delegates to attend the Delegate Assembly meetings?** No, CSBA is not able to cover expenses.

For additional information, please contact the Executive Office at (800) 266-3382.



## Delegate Assembly Nomination Form

***DUE: Saturday, January 7, 2017***

Mail to: CSBA | Attn: Executive Office | 3251 Beacon Blvd., West Sacramento, CA 95691 | fax: (916) 371-3407 | or email: [nominations@csba.org](mailto:nominations@csba.org).

CSBA Region/subregion # \_\_\_\_\_

The Board of Education of the \_\_\_\_\_ wishes to

*(Nominating District)*

nominate \_\_\_\_\_ . The nominee is a member of the

*(Nominee)*

\_\_\_\_\_, which is a member of the California

*(Nominee's District)*

**School Boards Association.**

- The nominee has consented to this nomination.
- Attached is the nominee's required one-page, single-sided, candidate biographical sketch form and optional one-page, single-sided résumé.
- The nominee's required one-page, single-sided, candidate biographical sketch form and optional one-page, single-sided résumé will be sent by Saturday, January 7, 2017.

\_\_\_\_\_  
*Board Clerk or Board Secretary (signed)*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Board Clerk or Board Secretary (printed)*

**PLEASE NOTE:** The nomination and candidate biographical sketch forms may be emailed to [nominations@csba.org](mailto:nominations@csba.org), faxed to (916) 371-3407 or mailed to CSBA, Attn: Executive Office, 3251 Beacon Blvd., West Sacramento, CA 95691, postmarked by the U.S.P.S. no later than **Saturday, January 7, 2017**. *It is the nominee's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office by the due date. Late submissions cannot be accepted.* If you have any questions, please contact the Executive Office at (800) 266-3382 or Charlyn Tuter at [ctuter@csba.org](mailto:ctuter@csba.org). Thank you.



## 2017 Delegate Assembly Candidate Biographical Sketch Form

***DUE: Saturday, January 7, 2017***

Mail to: CSBA | Attn: Executive Office | 3251 Beacon Blvd., West Sacramento, CA 95691 | fax: (916) 371-3407 | or email: [nominations@csba.org](mailto:nominations@csba.org).

Please complete, sign and date this required one-page candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state “see résumé” and please do not re-type this form. Any additional page(s) exceeding this one-page candidate form will **not** be accepted. It is the candidate’s responsibility to confirm that all nomination materials have been received by the CSBA Executive Office. Late submissions will not be accepted. If you have any questions, please contact the Executive Office at (800) 266-3382.

Name: _____	CSBA Region-subregion #: _____
District or COE Name: _____	Years on board: _____
Profession: _____	Contact Number: _____
E-mail: _____	
Are you a continuing Delegate? <input type="checkbox"/> Yes <input type="checkbox"/> No    If yes, how long have you served as a Delegate? _____	

**Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.**

**Please describe your activities and involvement on your local board, community, and/or CSBA.**

**What do you see as the biggest challenge facing governing boards and how can CSBA help address it?**

**Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## 2016 CSBA DELEGATE ASSEMBLY ROSTER

**DELEGATES** (Year = term expiration; ◇ = appointed by district)

(As of October 19, 2016)

**REGION 1 – 4 Delegates (4 elected)**

Director: Jennifer Owen (Fort Bragg USD)

**Subregion 1-A (Del Norte, Humboldt)**

Annelia Hillman (Klamath-Trinity Joint USD), 2017

Lisa Ollivier (Eureka City SD), 2018

**Subregion 1-B (Lake, Mendocino)**

Taja Odom (Kelseyville USD), 2018

**County:** Frances Costello (Del Norte Cnty. & USD), 2017

**REGION 2 – 4 Delegates (4 elected)**

Director: Sherry Crawford (Siskiyou COE)

**Subregion 2-A (Modoc, Siskiyou, Trinity)**

Gregg Gunkel (Siskiyou Union HSD), 2017

**Subregion 2-B (Shasta)**

James (Jim) Schwerdt (Shasta Union HSD), 2017

**Subregion 2-C (Lassen, Plumas)**

Dwight Pierson (Plumas County & USD), 2018

**County:** Brenda Duchi (Siskiyou COE), 2018

**REGION 3 – 8 Delegates (8 elected)**

Director: A.C. (Tony) Ubalde (Vallejo City USD)

**Subregion 3-A (Sonoma)**

Dianna MacDonald (Cloverdale USD), 2017

Cassandra Maitlen-Jones (Bennett Valley Un. SD), 2018

**Subregion 3-B (Napa)**

Indira Lopez (Calistoga Joint USD), 2017

**Subregion 3-C (Solano)**

Michele (Shelley) Dally (Vacaville USD), 2018

David Isom (Fairfield-Suisun USD), 2017

Vacant, 2017

**Subregion 3-D (Marin)**

Barbara (Barb) Owens (Tamalpais Union HSD), 2018

**County:** Herman Hernandez (Sonoma COE), 2017

**REGION 4 – 8 Delegates (8 elected)**

Director: Paige K. Stauss (Roseville Joint Union HSD)

**Subregion 4-A (Glenn, Tehama)**

Rod Thompson (Red Bluff Jt. Union HSD), 2018

**Subregion 4-B (Butte)**

Judith Peters (Paradise USD), 2017

**Subregion 4-C (Colusa, Sutter, Yuba)**

Jim Flurry (Marysville Joint USD), 2018

Sharman Kobayashi (Yuba City USD), 2017

**Subregion 4-D (Nevada, Placer, Sierra)**

Julann Brown (Auburn Union ESD), 2017

Trish Gerving (Nevada City SD), 2017

Renee Nash (Eureka Union SD), 2018

**County:** Suzanne Jones (Placer COE), 2018

**REGION 5 – 10 Delegates (7 elected/3 appointed ◇)**

Director: Jill Wynns (San Francisco County & USD)

**Subregion 5-A (San Francisco)**

Emily Murase (San Francisco County & USD)◇, 2017

Rachel Norton (San Francisco County & USD)◇, 2017

Shamann Walton (San Francisco County & USD)◇, 2018

**Subregion 5-B (San Mateo)**

Davina Drabkin (Burlingame ESD), 2017

Carrie Du Bois (Sequoia Union HSD), 2017

Marc Friedman (San Mateo Union HSD), 2018

Alisa MacAvoy (Redwood City ESD), 2018

Kevin Martinez (San Bruno Park ESD), 2017

Kalimah Salahuddin (Jefferson Union HSD), 2018

**County:** Beverly Gerard (San Mateo COE), 2017

**REGION 6 – 19 Delegates (12 elected/7 appointed ◇)**

Director: Darrel Woo (Sacramento City USD)

**Subregion 6-A (Yolo)**

Susan Lovenburg (Davis Joint USD), 2018

**Subregion 6-B (Sacramento)**

Michael A. Baker (Twin Rivers USD)◇, 2017

Ellen Cochran (Sacramento City USD)◇, 2018

Pam Costa (San Juan USD)◇, 2017

Craig DeLuz (Robla ESD), 2018

John Gordon (Galt Joint Union ESD), 2017

Jay Hansen (Sacramento City USD)◇, 2017

James Hendricks (Arcohe Union ESD), 2018

Susan Heredia (Natomas USD), 2017

Lisa Kaplan (Natomas USD), 2017

Lucinda Luttgen (San Juan USD)◇, 2018

Crystal Martinez-Alire (Elk Grove USD)◇, 2017

Michael McKibbin (San Juan USD), 2017

Edward Short (Folsom-Cordova USD), 2017

Bobbie Singh-Allen (Elk Grove USD)◇, 2018

Vacant, 2018

**Subregion 6-C (Alpine, El Dorado, Mono)**

Misty DiVittorio (Placerville Union ESD), 2018

Suzanna George (Rescue Union ESD), 2017

**County:** Greg Geeting (Sacramento COE), 2018



**Galt Joint Union Elementary School District**

1018 C Street, Suite 210, Galt, CA 95632  
 209-744 4545 \* 209-744-4553 fax

**Board Meeting Agenda Item Information**

<b>Meeting Date:</b> 11/17/16	<b>Agenda Item: 131.809</b> Board Consideration of Approval of BP/AR 1312.3 Uniform Complaint Procedures
<b>Presenter:</b> Donna May-Whitlock	<b>Action Item:</b> XX <b>Information Item:</b>

This is the third reading of the Uniform Complaint Procedures policy brought to the Board on May 25, 2016.

The policy is updated to reflect new laws which authorize the use of uniform complaint procedures to resolve complaints of noncompliance with requirements related to accommodations for lactating students (AB 302, 2015), educational rights of foster youth and homeless students (AB 379, 2015), assignment of students to courses without educational content for more than one week per semester or to courses they have previously completed (AB 1012, 2015), and physical education instructional minutes in elementary schools (AB 1391, 2015).

The regulation also reflects provisions of these laws which allow appeals of the district's decision related to these complaints to the California Department of Education and provide that, if any complaint regarding physical education instructional minutes is found to have merit, the district must provide a remedy to all affected students and parents/guardians.

The Department of Education has reviewed the policy and included one edit to fulfill compliance requirements; Career Technical and Technical Education and Career Technical and Technical training was added to page one.

Board approval is recommended.



**UNIFORM COMPLAINT PROCEDURES**

The Governing Board recognizes that the district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs. The Board encourages the early, informal resolution of complaints whenever possible and appropriate. To resolve complaints which cannot be resolved through such informal process, the Board adopts the uniform system of complaint processes specified in 5 CCR 4600-4670 and the accompanying administrative regulation.

The district's uniform complaint procedures (UCP) shall be used to investigate and resolve the following complaints:

1. Any complaint alleging district violation of applicable state or federal law or regulations governing Adult Education; After School Education and Safety; Agricultural and Vocational Education; American Indian Education Centers; and Early Childhood Education Program Assessments; Bilingual Education; California Peer Assistance and Review Programs for Teachers; Career Technical and Technical Education and Career Technical and Technical training; Child Care and Development; Child Nutrition; Compensatory Education; Consolidated Categorical Aid; Course Periods Without Educational content; Economic Impact Aid; Education of Pupils in foster Care and Pupils who are Homeless; Every Student Succeeds Act/No Child Left Behind; Local Control and Accountability Plans; Migrant Education; Physical Education Instructional Minutes; Pupil Fees; Reasonable Accommodations to a Lactating Pupil; Regional Occupational Centers and Programs; School Safety Plans; Special Education; State Preschool; and Tobacco- Use Prevention Education. (5 CCR 4610)

*(cf. 3553 - Free and Reduced Price Meals)*

*(cf. 3555 - Nutrition Program Compliance)*

*(cf. 5141.4 - Child Abuse Prevention and Reporting)*

*(cf. 5148 - Child Care and Development)*

*(cf. 6159 - Individualized Education Program)*

*(cf. 6171 - Title I Programs)*

*(cf. 6174 - Education for English Language Learners)*

*(cf. 6175 - Migrant Education Program)*

*(cf. 6178 - Career Technical Education)*

*(cf. 6178.1 - Work-Based Learning)*

*(cf. 6178.2 - Regional Occupational Center/Program)*

*(cf. 6200 - Adult Education)*

2. Any complaint alleging the occurrence of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) against any person in district programs and activities, including, but not limited to, those programs or activities funded directly by or that receive or benefit from any state financial assistance, based on the person's actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code

**UNIFORM COMPLAINT PROCEDURES** (continued)

422.55, or based on his/her association with a person or group with one or more of these actual or perceived characteristics (5 CCR 4610)

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*  
*(cf. 4030 - Nondiscrimination in Employment)*  
*(cf. 5145.3 - Nondiscrimination/Harassment)*  
*(cf. 5145.7 - Sexual Harassment)*

3. Any complaint alleging district noncompliance with the requirement to provide reasonable accommodation to a lactating student on school campus to express breast milk, breastfeed an infant child, or address other breastfeeding-related needs of the student (Education Code 222)

*(cf. 5146 - Married/Pregnant/Parenting Students)*

4. Any complaint alleging district noncompliance with the prohibition against requiring students to pay fees, deposits, or other charges for participation in educational activities. A pupil fee complaint may be filed with the principal of a school or the district's superintendent or designee. (5 CCR 4610)

*(cf. 3260 - Fees and Charges)*  
*(cf. 3320 - Claims and Actions Against the District)*

5. Any complaint alleging district noncompliance with legal requirements related to the implementation of the local control and accountability plan (Education Code 52075)

*(cf. 0460 - Local Control and Accountability Plan)*

6. Any complaint, by or on behalf of any student who is a foster youth, alleging district noncompliance with any legal requirement applicable to the student regarding placement decisions, the responsibilities of the district's educational liaison to the student, the award of credit for coursework satisfactorily completed in another school or district, school transfer, or the grant of an exemption from Board-imposed graduation requirements (Education Code 48853, 48853.5, 49069.5, 51225.1, 51225.2)

*(cf. 6173.1 - Education for Foster Youth)*

7. Any complaint, by or on behalf of a homeless student as defined in 42 USC 11434a, alleging district noncompliance with any requirement applicable to the student regarding the award of credit for coursework satisfactorily completed in another school or district or the grant of an exemption from Board-imposed graduation requirements (Education Code 51225.1, 51225.2)

*(cf. 6173 - Education for Homeless Children)*

**UNIFORM COMPLAINT PROCEDURES (continued)**

8. Any complaint alleging district noncompliance with the requirements of Education Code 51228.1 and 51228.2 that prohibit the assignment of a student to a course without educational content for more than one week in any semester or to a course the student has previously satisfactorily completed, without meeting specified conditions (Education Code 51228.3)

*(cf. 6152 - Class Assignment)*

9. Any complaint alleging district noncompliance with the physical education instructional minutes requirement for students in elementary school (Education Code 51210, 51223)

*(cf. 6142.7 - Physical Education and Activity)*

10. Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy
11. Any other complaint as specified in a district policy

If the district finds merit in a pupil fees, LCAP, and/or Course Period without Educational Content complaint, the district shall provide a remedy. The remedy shall be subject to procedures adopted by the state board.

- a) Course Period without Educational Content complaints- The remedy shall go to the affected pupil.
- b) LCAP complaints- The remedy shall go to all affected pupils, parents and guardians.
- c) Pupil Fee complaints- The remedy shall go to all affected pupils, parents and guardians, which also includes reasonable efforts by the district to ensure full reimbursement to all affected pupils, parents and guardians.

The Board recognizes that alternative dispute resolution (ADR) can, depending on the nature of the allegations, offer a process to reach a resolution to the complaint that is acceptable to all parties. ADR such as mediation may be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. The Superintendent or designee shall ensure that the use of ADR is consistent with state and federal laws and regulations.

The district shall protect all complainants from retaliation. In investigating complaints, the confidentiality of the parties involved shall be protected as required by law. As appropriate for any complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the Superintendent or designee shall keep confidential

## **UNIFORM COMPLAINT PROCEDURES (continued)**

the identity of the complainant and/or the subject of the complaint if he/she is different from the complainant, as long as the integrity of the complaint process is maintained.

*(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)*  
*(cf. 5125 - Student Records)*

*(cf. 9011 - Disclosure of Confidential/Privileged Information)*

## **COMPLIANCE OFFICERS**

The Board designates the following compliance officers to receive and investigate complaints and ensure district compliance with law:

Director of Educational Services  
1018 C Street, Suite 210  
Galt, Ca. 95632  
(209) 744-4545

Director of Business Services  
1018 C Street, Suite 210  
Galt, Ca. 95632  
(209) 744-4545

Compliance officers shall maintain a record of each complaint as required for compliance with the California Code of Regulations, Title 5, Section 4632.

The Board recognizes that informal resolution can often be agreeable to all parties in a dispute.

When an allegation that is not subject to the UCP is included in a UCP complaint, the district shall refer the non-UCP allegation to the appropriate staff or agency and shall investigate and, if appropriate, resolve the UCP-related allegation(s) through the district's UCP.

The Superintendent or designee shall provide training to district staff to ensure awareness and knowledge of current law and related requirements, including the steps and timelines specified in this policy and the accompanying administrative regulation.

*(cf. 4131 - Staff Development)*  
*(cf. 4231 - Staff Development)*  
*(cf. 4331 - Staff Development)*

The Superintendent or designee shall maintain records of all UCP complaints and the investigations of those complaints. All such records shall be destroyed in accordance with applicable state law and district policy.

*(cf. 3580 - District Records)*

## **Non-UCP Complaints**

The following complaints shall not be subject to the district's UCP but shall be referred to the specified agency: (5 CCR 4611)

**UNIFORM COMPLAINT PROCEDURES (continued)**

1. Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services, the County Protective Services Division, and the appropriate law enforcement agency.
2. Any complaint alleging health and safety violations by a child development program shall, for licensed facilities, be referred to Department of Social Services and shall, for licensing-exempt facilities, be referred to the appropriate Child Development regional administrator.
3. Any complaint alleging employment discrimination shall be sent to the California Department of Fair Employment and Housing and the compliance officer shall notify the complainant by first class mail of the transfer.
4. Any complaint alleging fraud shall be referred to the California Department of Education.

In addition, the district's Williams Uniform Complaint Procedures, AR 1312.4, shall be used to investigate and resolve any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, or teacher vacancies and misassignments. (Education Code 35186)

*(cf. 1312.4 - Williams Uniform Complaint Procedures)*

*Legal Reference:*

EDUCATION CODE

200-262.4 Prohibition of discrimination  
222 Reasonable accommodations; lactating students  
8200-8498 Child care and development programs  
8500-8538 Adult basic education  
18100-18203 School libraries  
32289 School safety plan, uniform complaint procedures  
35186 Williams uniform complaint procedures  
48853-48853.5 Foster youth  
48985 Notices in language other than English  
49010-49013 Student fees  
49060-49079 Student records  
49069.5 Rights of parents  
49490-49590 Child nutrition programs  
51210 Courses of study grades 1-6  
51223 Physical education, elementary schools  
51225.1-51225.2 Foster youth and homeless children; course credits; graduation requirements  
51228.1-51228.3 Course periods without educational content  
52060-52077 Local control and accountability plan, especially  
52075 Complaint for lack of compliance with local control and accountability plan requirements  
52160-52178 Bilingual education programs  
52300-52490 Career technical education  
52500-52616.24 Adult schools

**UNIFORM COMPLAINT PROCEDURES (continued)**

52800-52870 *School-based program coordination*  
54400-54425 *Compensatory education programs*  
54440-54445 *Migrant education*  
54460-54529 *Compensatory education programs*  
56000-56867 *Special education programs*  
59000-59300 *Special schools and centers*  
64000-64001 *Consolidated application process*

GOVERNMENT CODE

11135 *Nondiscrimination in programs or activities funded by state*  
12900-12996 *Fair Employment and Housing Act*

PENAL CODE

422.55 *Hate crime; definition*  
422.6 *Interference with constitutional right or privilege*

CODE OF REGULATIONS, TITLE 5

3080 *Application of section*  
4600-4687 *Uniform complaint procedures*  
4900-4965 *Nondiscrimination in elementary and secondary education programs*

UNITED STATES CODE, TITLE 20

1221 *Application of laws*  
1232g *Family Educational Rights and Privacy Act*  
1681-1688 *Title IX of the Education Amendments of 1972*  
6301-6577 *Title I basic programs*  
6801-6871 *Title III language instruction for limited English proficient and immigrant students*  
7101-7184 *Safe and Drug-Free Schools and Communities Act*

*Legal Reference: (continued)*

UNITED STATES CODE, TITLE 20 (continued)

7201-7283g *Title V promoting informed parental choice and innovative programs*  
7301-7372 *Title V rural and low-income school programs*  
12101-12213 *Title II equal opportunity for individuals with disabilities*

UNITED STATES CODE, TITLE 29

794 *Section 504 of Rehabilitation Act of 1973*

UNITED STATES CODE, TITLE 42

2000d-2000e-17 *Title VI and Title VII Civil Rights Act of 1964, as amended*  
2000h-2-2000h-6 *Title IX of the Civil Rights Act of 1964*

6101-6107 *Age Discrimination Act of 1975*

CODE OF FEDERAL REGULATIONS, TITLE 28

35.107 *Nondiscrimination on basis of disability; complaints*

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 *Family Educational Rights and Privacy Act*  
100.3 *Prohibition of discrimination on basis of race, color or national origin*  
104.7 *Designation of responsible employee for Section 504*  
106.8 *Designation of responsible employee for Title IX*  
106.9 *Notification of nondiscrimination on basis of sex*  
110.25 *Notification of nondiscrimination on the basis of age*

*Management Resources:*

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

*Dear Colleague Letter: Title IX Coordinators, April 2015*

*Questions and Answers on Title IX and Sexual Violence, April 2014*

*Dear Colleague Letter: Bullying of Students with Disabilities, August 2013*

*Dear Colleague Letter: Sexual Violence, April 2011*

Dear Colleague Letter: Harassment and Bullying, October 2010  
Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001  
U.S. DEPARTMENT OF JUSTICE PUBLICATIONS  
Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 2002  
WEB SITES  
CSBA: <http://www.csba.org>  
California Department of Education: <http://www.cde.ca.gov>  
Family Policy Compliance Office: <http://familypolicy.ed.gov>  
U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>  
U.S. Department of Justice: <http://www.justice.gov>

Policy  
adopted:

GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT

**UNIFORM COMPLAINT PROCEDURES**

Except as the Governing Board may otherwise specifically provide in other district policies, these uniform complaint procedures (UCP) shall be used to investigate and resolve only the complaints specified in BP 1312.3.

*(cf. 1312.1 - Complaints Concerning District Employees)*  
*(cf. 1312.2 - Complaints Concerning Instructional Materials)*  
*(cf. 1312.4 - Williams Uniform Complaint Procedures)*  
*(cf. 4030 - Nondiscrimination in Employment)*

**Compliance Officers**

The district designates the individual(s) identified below as the employee(s) responsible for coordinating the district's response to complaints and for complying with state and federal civil rights laws. The individual(s) also serve as the compliance officer(s) specified in AR 5145.3 - Nondiscrimination/Harassment as the responsible employee to handle complaints regarding sex discrimination. The individual(s) shall receive and coordinate the investigation of complaints and shall ensure district compliance with law.

*(cf. 5145.3 - Nondiscrimination/Harassment)*  
*(cf. 5145.7 - Sexual Harassment)*

<b>Educational Services Director</b>	<b>Director of Business Services</b>
1018 C Street, Suite 210	1018 C Street, Suite 210
Galt, Ca. 95632	Galt, Ca. 95632
(209) 744-4545	(209) 744-4545

The compliance officer who receives a complaint may assign another compliance officer to investigate and resolve the complaint. The compliance officer shall promptly notify the complainant if another compliance officer is assigned to the complaint.

In no instance shall a compliance officer be assigned to a complaint in which he/she has a bias or conflict of interest that would prohibit him/her from fairly investigating or resolving the complaint. Any complaint against or implicating a compliance officer may be filed with the Superintendent or designee.

The Superintendent or designee shall ensure that employees assigned to investigate and resolve complaints receive training and are knowledgeable about the laws and programs at issue in the complaints to which they are assigned. Training provided to such employees shall include current state and federal laws and regulations governing the program, applicable



**UNIFORM COMPLAINT PROCEDURES (continued)**

processes for investigating and resolving complaints, including those involving alleged unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), applicable standards for reaching decisions on complaints, and appropriate corrective measures. Assigned employees may have access to legal counsel as determined by the Superintendent or designee.

*(cf. 4331 - Staff Development)*

*(cf. 9124 - Attorney)*

The compliance officer or, if necessary, any appropriate administrator shall determine whether interim measures are necessary during and pending the result of an investigation. If interim measures are determined to be necessary, the compliance officer or the administrator shall consult with the Superintendent, the Superintendent's designee, or, if appropriate, the site principal to implement, if possible, one or more interim measures. The interim measures may remain in place until the compliance officer determines that they are no longer necessary or until the district issues its final written decision, whichever occurs first.

**Notifications**

The district's UCP policy and administrative regulation shall be posted in all district schools and offices, including staff lounges and student government meeting rooms. (Education Code 234.1)

The Superintendent or designee shall annually provide written notification of the district's UCP, including information regarding unlawful student fees, local control and accountability plan (LCAP) requirements, and requirements related to the educational rights of foster youth and homeless students, to students, employees, parents/guardians, the district advisory committee, school advisory committees, appropriate private school officials or representatives, and other interested parties. (Education Code 262.3, 48853, 48853.5, 49013, 49069.5, 51225.1, 51225.2, 52075; 5 CCR 4622)

*(cf. 0420 - School Plans/Site Councils)*

*(cf. 0460 - Local Control and Accountability Plan)*

*(cf. 1220 - Citizen Advisory Committees)*

*(cf. 3260 - Fees and Charges)*

*(cf. 4112.9/4212.9/4312.9 - Employee Notifications)*

*(cf. 5145.6 - Parental Notifications)*

*(cf. 6173 - Education for Homeless Children)*

*(cf. 6173.1 - Education for Foster Youth)*

The annual notification and complete contact information of the compliance officer(s) may be posted on the district web site and, if available, provided through district-supported social media.

**UNIFORM COMPLAINT PROCEDURES** (continued)

*(cf. 1113 - District and School Web Sites)*  
*(cf. 1114 - District-Sponsored Social Media)*

The Superintendent or designee shall ensure that all students and parents/guardians, including students and parents/guardians with limited English proficiency, have access to the relevant information provided in the district's policy, regulation, forms, and notices concerning the UCP.

If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's policy, regulation, forms, and notices concerning the UCP shall be translated into that language, in accordance with Education Code 234.1 and 48985. In all other instances, the district shall ensure meaningful access to all relevant UCP information for parents/guardians with limited English proficiency.

The notice shall:

1. Identify the person(s), position(s), or unit(s) responsible for receiving complaints
2. Advise the complainant of any civil law remedies that may be available to him/her under state or federal antidiscrimination laws, if applicable
3. Advise the complainant of the appeal process, including, if applicable, the complainant's right to take a complaint directly to the California Department of Education (CDE) or to pursue remedies before civil courts or other public agencies, such as the U.S. Department of Education's Office for Civil Rights (OCR) in cases involving unlawful discrimination (such as discriminatory harassment, intimidation, or bullying).
4. Include statements that:
  - a. The district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs.
  - b. The complaint review shall be completed within 60 calendar days from the date of receipt of the complaint unless the complainant agrees in writing to an extension of the timeline.
  - c. A complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) must be filed not later than six months from the date it occurred, or six months from the date the complainant first obtained knowledge of the facts of the alleged unlawful

**UNIFORM COMPLAINT PROCEDURES (continued)**

- discrimination. The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension.
- d. A student enrolled in a public school shall not be required to pay a fee for his/her participation in an educational activity that constitutes an integral fundamental part of the district's educational program, including curricular and extracurricular activities.
  - e. The Board is required to adopt and annually update the LCAP in a manner that includes meaningful engagement of parents/guardians, students, and other stakeholders in the development and/or review of the LCAP.
  - f. A foster youth shall receive information about educational rights related to his/her educational placement, enrollment in and checkout from school, as well as the responsibilities of the district liaison for foster youth to ensure and facilitate these requirements and to assist the student in ensuring proper transfer of his/her credits, records, and grades when he/she transfers between schools or between the district and another district.
  - g. A foster youth or homeless student who transfers into a district high school or between district high schools shall be notified of the district's responsibility to:
    - (1) Accept any coursework or part of the coursework that the student has satisfactorily completed in another public school, juvenile court school, or a nonpublic, nonsectarian school or agency, and to issue full or partial credit for the coursework completed
    - (2) Not require the student to retake any course or a portion of a course which he/she has satisfactorily completed in another public school, juvenile court school, or a nonpublic, nonsectarian school or agency
    - (3) If the student has completed his/her second year of high school before the transfer, provide the student information about district-adopted coursework and Board-imposed graduation requirements from which he/she may be exempted pursuant to Education Code 51225.1
  - h. The complainant has a right to appeal the district's decision to the CDE by filing a written appeal within 15 calendar days of receiving the district's decision.
  - i. The appeal to the CDE must include a copy of the complaint filed with the district and a copy of the district's decision.

## **UNIFORM COMPLAINT PROCEDURES (continued)**

- j. Copies of the district's UCP are available free of charge.

### **District Responsibilities**

All UCP-related complaints shall be investigated and resolved within 60 calendar days of the district's receipt of the complaint unless the complainant agrees in writing to an extension of the timeline. (5 CCR 4631)

The compliance officer shall maintain a record of each complaint and subsequent related actions, including steps taken during the investigation and all information required for compliance with 5 CCR 4631 and 4633.

All parties involved in the allegations shall be notified when a complaint is filed and when a decision or ruling is made. However, the compliance officer shall keep all complaints or allegations of retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) confidential except when disclosure is necessary to carry out the investigation, take subsequent corrective action, conduct ongoing monitoring, or maintain the integrity of the process. (5 CCR 4630, 4964)

### **Filing of Complaints**

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and a date stamp.

All complaints shall be filed in accordance with the following:

1. A written complaint alleging district violation of applicable state or federal law or regulations governing adult education programs, consolidated categorical aid programs, migrant education, career technical and technical education and training programs, child care and development programs, child nutrition programs, and special education programs may be filed by any individual, public agency, or organization. (5 CCR 4630)
2. Any complaint alleging noncompliance with law regarding the prohibition against requiring students to pay student fees, deposits, and charges or any requirement related to the LCAP may be filed anonymously if the complaint provides evidence, or information leading to evidence, to support an allegation of noncompliance. A complaint about a violation of the prohibition against the charging of unlawful student fees may be filed with the principal of the school. However, any such complaint shall be filed no later than one year from the date the alleged violation occurred. (Education Code 49013, 52075; 5 CCR 4630)

**UNIFORM COMPLAINT PROCEDURES** (continued)

3. A complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) may be filed only by a person who alleges that he/she personally suffered the unlawful discrimination or by a person who believes that an individual or any specific class of individuals has been subjected to it. The complaint shall be initiated no later than six months from the date when the alleged unlawful discrimination occurred, or six months from the date when the complainant first obtained knowledge of the facts of the alleged unlawful discrimination. The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension. (5 CCR 4630)
4. When a complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) is filed anonymously, the compliance officer shall pursue an investigation or other response as appropriate, depending on the specificity and reliability of the information provided and the seriousness of the allegation.
5. When the complainant or alleged victim of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) requests confidentiality, the compliance officer shall inform him/her that the request may limit the district's ability to investigate the conduct or take other necessary action. When honoring a request for confidentiality, the district shall nevertheless take all reasonable steps to investigate and resolve/respond to the complaint consistent with the request.
6. If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, district staff shall assist him/her in the filing of the complaint. (5 CCR 4600)

**Mediation**

Within three business days after the compliance officer receives the complaint, he/she may informally discuss with all the parties the possibility of using mediation. Mediation shall be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving an allegation of sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. If the parties agree to mediation, the compliance officer shall make all arrangements for this process.

Before initiating the mediation of a complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the compliance officer shall ensure that all parties agree to make the mediator a party to relevant confidential information. The compliance officer shall also notify all parties of the right to end the informal process at any time.

## **UNIFORM COMPLAINT PROCEDURES (continued)**

If the mediation process does not resolve the problem within the parameters of law, the compliance officer shall proceed with his/her investigation of the complaint.

The use of mediation shall not extend the district's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time. If mediation is successful and the complaint is withdrawn, then the district shall take only the actions agreed to through the mediation. If mediation is unsuccessful, the district shall then continue with subsequent steps specified in this administrative regulation.

### **Investigation of Complaint**

Within 10 business days after the compliance officer receives the complaint, the compliance officer shall begin an investigation into the complaint.

Within one business day of initiating the investigation, the compliance officer shall provide the complainant and/or his/her representative with the opportunity to present the information contained in the complaint to the compliance officer and shall notify the complainant and/or his/her representative of the opportunity to present the compliance officer with any evidence, or information leading to evidence, to support the allegations in the complaint. Such evidence or information may be presented at any time during the investigation.

In conducting the investigation, the compliance officer shall collect all available documents and review all available records, notes, or statements related to the complaint, including any additional evidence or information received from the parties during the course of the investigation. He/she shall individually interview all available witnesses with information pertinent to the complaint, and may visit any reasonably accessible location where the relevant actions are alleged to have taken place. To investigate a complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the compliance officer shall interview the alleged victim(s), any alleged offenders, and other relevant witnesses privately, separately, and in a confidential manner. As necessary, additional staff or legal counsel may conduct or support the investigation.

A complainant's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or engagement in any other obstruction of the investigation may result in the dismissal of the complaint because of a lack of evidence to support the allegation. (5 CCR 4631)

In accordance with law, the district shall provide the investigator with access to records and other information related to the allegation in the complaint and shall not in any way obstruct the investigation. Failure or refusal of the district to cooperate in the investigation may result in a finding based on evidence collected that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)

## **UNIFORM COMPLAINT PROCEDURES (continued)**

The compliance officer shall apply a "preponderance of the evidence" standard in determining the veracity of the factual allegations in a complaint. This standard is met if the allegation is more likely to be true than not.

### **Report of Findings**

Unless extended by written agreement with the complainant, the compliance officer shall prepare and send to the complainant a written report, as described in the section "Final Written Decision" below, within 60 calendar days of the district's receipt of the complaint. (5 CCR 4631)

### **Final Written Decision**

The district's decision on how it will resolve the complaint shall be in writing and shall be sent to the complainant. (5 CCR 4631)

In consultation with district legal counsel, information about the relevant part of a decision may be communicated to a victim who is not the complainant and to other parties who may be involved in implementing the decision or are affected by the complaint, as long as the privacy of the parties is protected.

If the complaint involves a limited-English-proficient student or parent/guardian and the student involved attends a school at which 15 percent or more of the students speak a single primary language other than English, then the decision shall also be translated into that language. In all other instances, the district shall ensure meaningful access to all relevant information for parents/guardians with limited English proficiency.

For all complaints, the decision shall include: (5 CCR 4631)

1. The findings of fact based on the evidence gathered. In reaching a factual determination, the following factors may be taken into account:
  - a. Statements made by any witnesses
  - b. The relative credibility of the individuals involved
  - c. How the complaining individual reacted to the incident
  - d. Any documentary or other evidence relating to the alleged conduct
  - e. Past instances of similar conduct by any alleged offenders
  - f. Past false allegations made by the complainant

**UNIFORM COMPLAINT PROCEDURES** (continued)

2. The conclusion(s) of law
3. Disposition of the complaint
4. Rationale for such disposition

For complaints of retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the disposition of the complaint shall include a determination for each allegation as to whether retaliation or unlawful discrimination has occurred.

The determination of whether a hostile environment exists may involve consideration of the following:

- a. How the misconduct affected one or more students' education
  - b. The type, frequency, and duration of the misconduct
  - c. The relationship between the alleged victim(s) and offender(s)
  - d. The number of persons engaged in the conduct and at whom the conduct was directed
  - e. The size of the school, location of the incidents, and context in which they occurred
  - f. Other incidents at the school involving different individuals
5. Corrective action(s), including any actions that have been taken or will be taken to address the allegations in the complaint and including, with respect to a student fees complaint, a remedy that comports with Education Code 49013 and 5 CCR 4600

For complaints of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the decision may, as required by law, include:

- a. The corrective actions imposed on the individual found to have engaged in the conduct that relate directly to the subject of the complaint
- b. Individual remedies offered or provided to the complainant or another person who was the subject of the complaint
- c. Systemic measures the school has taken to eliminate a hostile environment and prevent recurrence



**UNIFORM COMPLAINT PROCEDURES** (continued)

6. Notice of the complainant's right to appeal the district's decision to the CDE within 15 calendar days, and procedures to be followed for initiating such an appeal

The decision may also include follow-up procedures to prevent recurrence or retaliation and for reporting any subsequent problems.

For complaints alleging unlawful discrimination based on state law (such as discriminatory harassment, intimidation, and bullying), the decision shall also include a notice to the complainant that:

1. He/she may pursue available civil law remedies outside of the district's complaint procedures, including seeking assistance from mediation centers or public/private interest attorneys, 60 calendar days after the filing of an appeal with the CDE. (Education Code 262.3)
2. The 60 days moratorium does not apply to complaints seeking injunctive relief in state courts or to discrimination complaints based on federal law. (Education Code 262.3)
3. Complaints alleging discrimination based on race, color, national origin, sex, gender, disability, or age may also be filed with the U.S. Department of Education, Office for Civil Rights at [www.ed.gov/ocr](http://www.ed.gov/ocr) within 180 days of the alleged discrimination.

**Corrective Actions**

When a complaint is found to have merit, the compliance officer shall adopt any appropriate corrective action permitted by law. Appropriate corrective actions that focus on the larger school or district environment may include, but are not limited to, actions to reinforce district policies; training for faculty, staff, and students; updates to school policies; or school climate surveys.

For complaints involving retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), appropriate corrective actions that focus on the victim may include, but are not limited to, the following:

1. Counseling
2. Academic support
3. Health services
4. Assignment of an escort to allow the victim to move safely about campus

**UNIFORM COMPLAINT PROCEDURES** (continued)

5. Information regarding available resources and how to report similar incidents or retaliation
6. Separation of the victim from any other individuals involved, provided the separation does not penalize the victim
7. Restorative justice
8. Follow-up inquiries to ensure that the conduct has stopped and there has been no retaliation
9. Determination of whether any past actions of the victim that resulted in discipline were related to the treatment the victim received and described in the complaint

For complaints involving retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), appropriate corrective actions that focus on a student offender may include, but are not limited to, the following:

1. Transfer from a class or school as permitted by law
2. Parent/guardian conference
3. Education regarding the impact of the conduct on others
4. Positive behavior support
5. Referral to a student success team
6. Denial of participation in extracurricular or co-curricular activities or other privileges as permitted by law
7. Disciplinary action, such as suspension or expulsion, as permitted by law

The district may also consider training and other interventions for the larger school community to ensure that students, staff, and parents/guardians understand the types of behavior that constitute unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), that the district does not tolerate it, and how to report and respond to it.

If a complaint alleging noncompliance with the laws regarding student fees, deposits, and other charges, physical education instructional minutes for students in elementary schools, or any requirement related to the LCAP is found to have merit, the district shall provide a

**UNIFORM COMPLAINT PROCEDURES (continued)**

remedy to all affected students and parents/guardians subject to procedures established by regulation of the State Board of Education. (Education Code 49013, 51223, 52075)

For complaints alleging noncompliance with the laws regarding student fees, the district shall attempt in good faith, by engaging in reasonable efforts, to identify and fully reimburse all affected students and parents/guardians who paid the unlawful student fees within one year prior to the filing of the complaint. (Education Code 49013; 5 CCR 4600)

**Appeals to the California Department of Education**

Any complainant who is dissatisfied with the district's final written decision may file an appeal in writing with the CDE within 15 calendar days of receiving the district's decision. (Education Code 222, 48853, 48853.5, 49013, 49069.5, 51223, 51225.1, 51225.2, 51228.3, 52075; 5 CCR 4632)

The complainant shall specify the basis for the appeal of the decision and whether the facts are incorrect and/or the law has been misapplied. The appeal shall be accompanied by a copy of the locally filed complaint and a copy of the district's decision. (5 CCR 4632)

Upon notification by the CDE that the complainant has appealed the district's decision, the Superintendent or designee shall forward the following documents to the CDE: (5 CCR 4633)

1. A copy of the original complaint
2. A copy of the written decision
3. A summary of the nature and extent of the investigation conducted by the district, if not covered by the decision
4. A copy of the investigation file including, but not limited to, all notes, interviews, and documents submitted by the parties and gathered by the investigator
5. A report of any action taken to resolve the complaint
6. A copy of the district's uniform complaint procedures
7. Other relevant information requested by the CDE

Regulation  
approved:

GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT



## Galt Joint Union Elementary School District

1018 C Street, Suite 210, Galt, CA 95632  
209-744 4545 \* 209-744-4553 fax

### Board Meeting Agenda Item Information

<b>Meeting Date:</b> 11/17/16	<b>Agenda Item: 131.810</b> Board Consideration of Approval of GJUESD Yard Supervisor Salary Schedule
<b>Presenter:</b> Tom Barentson	<b>Action Item: XX</b> <b>Information Item:</b>
<p>A new minimum wage law takes effect on January 1, 2017. On April 4, 2016, Governor Brown signed <a href="#">Senate Bill ("SB") 3</a>, which increases California's minimum wage each year so that it will reach \$15 per hour in 2022 (unless the increases are temporarily delayed at any point due to certain economic conditions).</p> <p>The new law will increase this amount as follows for employers who employ 26 or more employees:</p> <ol style="list-style-type: none"><li>1. On January 1, 2017, the minimum wage will increase to <b>\$10.50 per hour</b>.</li><li>2. On January 1, 2018, the minimum wage will increase to \$11 per hour.</li><li>3. On January 1, 2019, the minimum wage will increase to \$12 per hour.</li><li>4. On January 1, 2020, the minimum wage will increase to \$13 per hour.</li><li>5. On January 1, 2021, the minimum wage will increase to \$14 per hour.</li><li>6. On January 1, 2022, the minimum wage will increase to \$15 per hour.</li></ol> <p><b>The Yard Duty Supervisor Salary Schedule has been adjusted to address this requirement.</b></p> <p>Staff recommends approval.</p>	

**GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT  
YARD SUPERVISOR  
SALARY SCHEDULE  
2015-16 proposed for 1/1/2017**

<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>
10.50	10.80	11.09	11.41	11.72	12.05

Board Approved



Galt Joint Union Elementary School District

1018 C Street, Suite 210, Galt, CA 95632  
 209-744 4545 \* 209-744-4553 fax

**Board Meeting Agenda Item Information**

<b>Meeting Date:</b> 11/17/16	<b>Agenda Item: 131.811</b> Board Consideration of Approval of Lead Campus Monitor Job Description Revision
<b>Presenter:</b> Tom Barentson	<b>Action Item:</b> XX <b>Information Item:</b>

With the increased demands placed on School Site supervision and the reality that our current Campus Monitor Job Description and Title did not represent the current position adequately, staff is recommending that we revised the job description, including job title and placement on the salary schedule. Currently our Campus Monitor (McCaffrey MS position) has grown not only in the role and demands of the position but also as coordinating the Yard Supervisors at the Middle School Site. This position is now similar to that of our Cafeteria Manager who coordinates the efforts of the school kitchen, directs the employees' duties, and is responsible for the delivery of food services to our students. In discussions with our CSEA Bargaining Unit we have made the revisions to the Campus Monitor Job Description in duties, title, and placement on the salary schedule.

RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
From: K	13.66	14.35	15.08	15.84	16.64	17.06
To: Q	15.84	16.64	17.48	18.37	19.30	19.78

We believe these revisions reflect the actual job duties and warrant the change in placement on the salary schedule. Staff recommends approval of this item. Effective date: July 1, 2016

GALT JOINT UNION SCHOOL DISTRICT  
LEAD CAMPUS MONITOR

**DESCRIPTION OF BASIC RESPONSIBILITIES**

To monitor and supervise Middle School students in the in-house detention program, hallways, restrooms, and other areas of a school campus; assists in the maintenance of a suitable discipline procedure to enhance the academic climate of the campus. Coordinate and monitor the duties of yard duty workers in a Lead capacity.

**SUPERVISOR**

Middle School Principal and/or Assistant Principal

**TYPICAL DUTIES**

1. Acts as manager in training, coordinating and monitoring of Yard Duty Workers and Substitute Yard Duty Workers.
2. Maintains the safety and orderly conduct of students within assigned areas such as hallways, bus stops, parking lots, cafeteria, restrooms, and other areas where students gather while enforcing school rules/regulations.
3. Supervises students to maintain an effective school wide academic climate.
4. Supervises student completion of an action plan addressing the need to prevent future school misconduct.
5. Supervises student completion of assigned academic work.
6. Maintains In-House records and distributes them to appropriate staff daily.
7. Communicates written feedback to appropriate teacher.
8. Monitors student activities outside of class.
9. Provides additional In-House academic curriculum.
10. Supervises In-House detention program.
11. Records/reports attendance data for In-House students.
12. Contacts parents regarding student related activities.
13. Anticipates and intervenes to prevent situations that may cause accidents or endanger students' welfare or safety.
14. Follows established procedures in case of accident, injury, or illness.
15. Maintains discipline consistent with assigned area and advises students of proper conduct rules and regulations.
16. Issues disciplinary slips, writes up warnings and discipline cards, and/or refers problems to teacher or principal.
17. Intervenes and attempts to resolve student disputes.
18. Directs non-students off school grounds.
19. Directs parent and visitors to proper office or classroom.
20. Works with school personnel and students in the development of school rules and procedures concerning student conduct.
21. Performs other duties similar to the above scope and function as required.

## **EMPLOYMENT STANDARDS:**

Knowledge of:

- Age appropriate methods of motivating students;
- Proper use of English, spelling, and grammar;
- Computer operation; - Proper phone skills;
- Discipline techniques and strategies.

Ability to:

- Maintain a firm but patient and courteous attitude toward adolescent students and their parents;
- Learn District and school policies related to the conduct, safety, and welfare of students in assigned areas;
- Communicate tactfully and effectively with students and parents;
- Understand and follow both oral and written instructions;
- Work independently and make decisions within the framework of established guidelines;
- Remain calm in stressful situations;
- Keep records and maintain reports;
- Effectively supervise students on school playgrounds and other areas as assigned;
- Exercise tact, diplomacy, and good judgment in dealing with students and parents;
- Establish and maintain effective work relationships with those contacted in the performance of required duties.

## **TYPICAL WORKING CONDITIONS AND ENVIRONMENTS**

1. Outdoor duties throughout the school year.
2. Requires sufficient vision to observe student activities.
3. Requires sufficient hearing and voice to communicate with students and parents.
4. Maintain an in-house classroom.





## Galt Joint Union Elementary School District

1018 C Street, Suite 210, Galt, CA 95632  
209-744 4545 \* 209-744-4553 fax

### Board Meeting Agenda Item Information

<b>Meeting Date:</b> 11/17/16	<b>Agenda Item:</b> 131.812 Board Consideration of Approval of District Clerk II Job Description
<b>Presenter:</b> Tom Barentson	<b>Action Item:</b> XX <b>Information Item:</b>
<p>The current District Clerk II Job Description has references to Food Services duties. These references were not appropriate for District Clerk II's who were assigned to other departments. Working with California Schools Employee Association (CSEA) leadership we were able to develop a Job Description that meets the duties of District Clerk II's in all departments (including Food Services).</p> <p>Board approval is recommended.</p>	

## **GALT JOINT UNION SCHOOL DISTRICT**

### **Office Clerk II**

#### **DESCRIPTION OF BASIC RESPONSIBILITIES**

To perform a variety of operational and programmatic support functions for the District.

**SUPERVISOR:** Department Director or Designee

#### **TYPICAL DUTIES**

1. Performs varied and responsible clerical duties to directly assist department supervisors and directors.
2. Produces correspondence, policies, memos, forms, and other documents from dictation notes, rough drafts or verbal instructions as directed by supervisor.
3. Assists in grant proposal development through research gathering and document preparation for individual department needs.
4. Enters information and maintains District and/or Department databases as needed.
5. Makes arrangements necessary for attendance at professional meetings and conferences, including transportation and hotel reservations, expense requisitions and other required documentation as necessary.
6. Assists in scheduling arrangements and appointments, notifies participants, confirms dates and times and prepares needed materials.
7. Prepares information needed for reports, data and records for supervisor to submit to appropriate agency or governmental office as required.
8. Establishes and maintains a variety of records, logs and filing systems pertaining to department area(s) of responsibility.
9. Attends meetings, workshops and other functions as required.
10. Receives, date stamps, and distributes department mail.
11. Maintains accurate and detailed budget information related to department services as necessary.
12. Assist with employee substitute scheduling both manually and using the automated system, resolving discrepancies and communicating to sites and personnel for department.
13. Contacts vendors to gather quotes, product information and availability, places orders and resolves discrepancies in purchases, deliveries, services, and invoices.
14. Is available to assist and substitute for department needs when absences exist.
15. Participates in training for department as needed.
16. Provides updates to District Web pages for individual departments as needed.
17. Prepares and inputs requisitions for purchases into the District financial software system.
18. Other duties similar in scope and function.

## **EMPLOYMENT STANDARDS**

### **Knowledge of:**

- Modern office methods, techniques and procedures including filing systems, business correspondence writing and telephone techniques;
- Mathematical skills to prepare a variety of reports and spreadsheets.
- A variety of computer software programs including word processing, data base, spreadsheets and desktop publishing.
- Proper English usage, grammar, punctuation, vocabulary and spelling.

### **Ability to:**

- Plan, organize, and participate in the operational activities of assigned responsibilities.
- Operate a variety of standard office machines and equipment including computer, printer, calculator, and copier.
- Understand and carry out a variety of oral and written instructions independently.
- Analyze situations and take appropriate action regarding routine procedural matters without immediate supervision.
- Word process accurately at a rate required for successful job performance.
- Perform mathematical calculations accurately.
- Compose correspondence independently.
- Establish and maintain efficient information/retrievable systems to prepare reports as directed.
- Perform research and gather information from a variety of sources.
- Meet and maintain the physical requirements necessary to perform assigned job duties in a safe and effective manner.
- Communicate effectively in both oral and written forms.
- Maintain effective work relationships with those contacted in the performance of required duties.
- Prepare reports as directed.

## **EDUCATION, EXPERIENCE & REQUIREMENTS**

- High school diploma or equivalent.
- 3 years as a District Clerk 1 or 3 years clerical support experience.
- Prior job related clerical experience with increasing levels of responsibility, preferably in a school district.
- Valid California Drivers License and evidence of insurance.
- TB test clearance.
- Criminal Justice fingerprint clearance.

## **PHYSICAL CHARACTERISTICS**

1. Sufficient vision to read printed material.
2. Sufficient hearing to conduct in person and telephone conversations.
3. Understandable voice with sufficient volume and clarity to be heard in normal conversations.
4. Sufficient dexterity to write, use telephone, office and media equipment.
5. Sufficient mobility to move about the District and drive a car.
6. Physical, mental and emotional stamina to endure long hours under sometimes stressful conditions.
7. Sufficient strength to lift 25 lbs. or carry object weighing over 15 pounds.

Board Approved on \_\_\_\_\_



## Board Meeting Agenda Item Information

<b>Meeting Date:</b> 11/17/16	<b>Agenda Item: 131.813</b> Board Consideration of Approval of Memorandum of Understanding Between GJUESD and Galt Elementary Faculty Association (GEFA) Regarding an Alternative Evaluation Form (Continuous Learning and Reflective Rubric)
<b>Presenter:</b> Claudia Del Toro-Anguiano	<b>Action Item:</b> XX <b>Information Item:</b>

A Memorandum of Understanding (MOU) has been developed to pilot components of teacher evaluation pertaining to:

1. Use of a new multi-level rubric aligned to Educator Competencies for Personalized, Learner-Centered Teaching, the interstate Teacher Assessment and Support Consortium, the REEd Essential Practice Frames, and the California Standards for the Teaching Profession Continuum of Teaching Practice.
2. Involving school administration and peers with mini-observations

GEFA will consider ratification on Thursday, November 17<sup>th</sup>.

Memorandum of Understanding  
Regarding an Alternative Evaluation Form (Continuous Learning and Reflective Rubric)  
between the  
Galt Elementary Faculty Association  
and the  
Galt Joint Union Elementary School District  
for the 2016-2017 School Year

Article VII

In order to allow for a pilot of an alternative evaluation form, the District and GEFA agree to the following temporary changes to Article VII.

Section B requires the forms and procedures to be reviewed during the first month of school. That requirement for this pilot evaluation document shall be waived for the 2016-17 school year.

Teachers who are in the category described in Section C (5) shall be given the opportunity to voluntarily participate in the evaluation pilot. Priority will be given to teachers who are due for an evaluation this year. Number of participating teachers at a site may be limited if not administratively feasible.

The District agrees that teachers participating in the pilot shall be deemed to have met all standards for this evaluation cycle. The reflective rubric shall be placed in the teacher's personnel file as the summary evaluation. This will fulfill the evaluation requirement for Article VII.

Kathryn Joseph  
(GEFA)

11/10/16  
(Date)

Karen Schauer  
(District)

11/10/16  
(Date)

## GJUESD Continuous Learning and Reflective Rubric

Teacher: \_\_\_\_\_

School Year: 2016 -2017 Date: \_\_\_\_\_

School: \_\_\_\_\_

Criteria: \_\_\_ is participating on a Voluntary Basis    \_\_\_ is on the 5 year Evaluation Cycle    \_\_\_ has received “Meets Standards” in previous Evals  
 \_\_\_ has selected this document as an Alternative to the Formal Evaluation Document

\_\_\_\_\_  
Date of Initial Conference

\_\_\_\_\_  
Mini Observation

\_\_\_\_\_  
Mini Observation

\_\_\_\_\_  
Peer Observation

\_\_\_\_\_  
Peer Observation

\_\_\_\_\_  
5th Mini Optional

### **Instructional Domain (California Standards for the Teaching Profession #1, #4 and #5)**

**Definition: Set of instructional strategies used to create a learner-centered environment that includes creating engaging and relevant curricula, managing classroom dynamics, and using instructional approaches and methods that build toward and assess mastery.**

- Use assessment data as a tool for student learning
- Analyze data to inform instructional practices
- Customize the learning experience for learners
- Promote student agency (ownership) with regard to learning
- Use a variety of instructional strategies, resources and technologies to meet the individual needs of diverse learners
- Promote critical thinking through inquiry, problem solving, and reflection

Category	Exploring*	Applying	Refining	Innovating
Data Use	Learns about students through data provided by the school and/or through district assessments.	Gathers additional formative assessment data to plan for additional support or acceleration for individuals and groups of learners.	Aggregates and disaggregates a variety of formative and summative assessment data to inform planning for the class as a whole as well as for individual learners.	Engages students in assessing their own learning and in using the data to develop/modify their plans to reach their individual learning targets.
Varied Instructional Strategies	Effectively uses instructional strategies, resources, and technologies provided by the school and/or district.	Utilizes a variety of strategies, resources and technologies during instruction to meet learners’ diverse needs.	Develops and uses an extensive repertoire of strategies, resources and technologies to meet the diverse needs of learners.	Adapts and integrates a broad range of strategies including culturally responsive pedagogy, resources, and technologies into instruction designed to meet individual learning targets and personalized student goals.
Rigor and Critical Thinking	Includes questions in single lessons or a sequence of lessons that require learners to recall, interpret and think critically.	Guides learners to think critically through use of questioning strategies, posing/solving problems, and reflection on issues faced in content.	Supports learners to initiate critical thinking through independently developing questions, posing real-life problems and reflection on multiple perspectives.	Facilitates systematic opportunities for learners to apply critical thinking by designing structured inquiries into complex real-life problems.

\*The Exploring column of this document is the equivalent of obtaining a “Meets Standards” on the summary evaluation document.

## Cognitive Domain (California Standards for the Teaching Profession #3)

**Definition: Knowledge of key subject matter content and human and brain development that is needed in order to foster learners' content learning and metacognitive development**

- Use in depth understanding of content and learning progressions
- Employ techniques for developing learners' self-regulation, language development and perseverance
- Address the needs of English learners and students with special needs to provide equitable access to the content

Category	Exploring	Applying	Refining	Innovating
Differentiation For All Learners Including ELs and Learners With Special Needs	<p>Identifies learner strengths and/or needs and divides them for small group instruction while planning similar goals and learning experiences for each group.</p> <p>Uses multiple measures for assessing EL performance to identify gaps and support English language development.</p> <p>Seeks additional information and support strategies to address learners with special needs and to support their success with lessons or units of study.</p>	<p>Organizes flexible grouping and plans differentiated learning goals and tasks for each group.</p> <p>Identifies EL proficiencies to meet the needs of learners by implementing support using literacy strategies, SDAIE and RALLI/CALL strategies.</p> <p>Uses all information on the needs of learners identified with special needs to provide appropriate accommodations.</p>	<p>Differentiates instruction, materials, assignments and assessments for all learners including those with 504s.</p> <p>Integrates knowledge of ELD and EL strengths to differentiate and scaffold supports for the range of EL proficiencies.</p> <p>Integrates accommodations to instruction for the full range of learners with IEPs to ensure proper support and high levels of challenge.</p>	<p>Collaborates with learners in planning and identifying the learning pathways that will help them pursue challenging and self-selected goals.</p> <p>Engages ELs in assessment of their progress in English language development and in meeting content standards.</p> <p>Guides and supports the full range of learners with special needs to actively engage in the assessment and monitoring of growth to optimize success.</p>
Knowledge of Subject Area, California Subject Frameworks and Learning Progressions	Demonstrates basic knowledge of subject matter, frameworks and progressions, and understands what skills and key concepts to teach.	Demonstrates a good working knowledge of subject matter, frameworks, progressions and implements effective teaching practices.	Demonstrates depth and breadth of subject matter, frameworks and progressions, and incorporates key concepts and different perspectives.	Exhibits depth of current content knowledge and pedagogy, and consistently integrates key concepts, connections, and student learning outcomes.
Student Understanding of Purpose	Writes learning objective in student friendly language.	Aligns learning objective is with state standards and its meaning is shared with the class.	Identifies specific goals (related to the objective) based on understanding of learning progressions and his/her students' development along the pathway.	Plans with students to identify personalized learning objectives and experiences to support them in reaching their long-term goals.



## Interpersonal Domain (California Teaching Standard #6)

**Definition: Social, personal and leadership skills needed to foster beneficial relationships with learners, peers and greater community.**

- Build strong relationships that contribute to individual and collective success
- Contribute to college and career access and success for all learners- in particular those least served by public higher education due to differences in background, demographics, learning style or culture
- Seek appropriate individual or shared leadership roles to continue professional growth, advancement, and increase responsibility for student learning and advancement

Category	Exploring	Applying	Refining	Innovating
Professional Growth	Develops and implements a personalized growth plan that reflects his/her strengths and needs and supports the vision of the school.	Participates in ongoing professional learning that addresses learning progressions of the discipline and/or meeting the needs of diverse learners.	Participates in a continuous cycle of self-determined professional growth opportunities utilizing social media, webinars, professional reading, conferences, workshops. Integrates new learnings into all aspects of the teaching profession.	Engages in and leads school or district level colleagues in experiences that improve practice, school vision and support district goals.
Collaborate With Colleagues	Collaborates regularly with a wide range of colleagues to address learners' needs.	Plans and implements new learnings from collaboration efforts to better meet the needs of diverse learners.	Collaborates with colleagues to plan and jointly deliver instruction to meet the needs of learners.	Designs and shares newly learned expertise with colleagues to improve practice and better meet the needs of diverse learners.
Building Relationships	Participates in activities and opportunities that support and build relationships with learners and parents.	Builds supportive relationships with families including finding school and community resources to provide assistance as needed.	Values and elicits parental input to develop and organize opportunities to promote family engagement within and beyond the classroom	Designs and facilitates ongoing opportunities for families and community members to participate in learners' education within and beyond the classroom.

## Intrapersonal Domain (California Standards for the Teaching Profession #2)

**Definition: Growth mindset considerations and high expectations for learners.**

- Convey high expectations to all learners (especially those historically underserved) about reaching college, career and civic readiness
- Design positive learning environments that support individual and collaborative learning
- Structure and strengthen learners' ability to persevere which includes productive persistence, a growth mindset, and risk taking
- Create physical- and virtual-learning environments that promote learning, reflect diversity, and encourage constructive and productive interactions among learners

Category	Exploring	Applying	Refining	Innovating
Build Classroom Environment That Honors Diversity	Consistently uses strategies and practices that are likely to enable learners to demonstrate respect for and affirm their own background, identity, language, strengths and challenges.	Incorporates tasks that increase learners' awareness and respect of their own and others' differences related to background, identity, language, strengths and challenges.	Actively models and creates an environment in which students' diverse backgrounds, identities, strengths and challenges are respected.	Sustains and nurtures an environment in which students respect and affirm their own and others' differences. Supports the sharing and exploring of differences and similarities related to background, identity, language, strengths and challenges.
Increase Rigor Through High Expectations	Provides a rigorous learning environment that includes understanding and the importance of meeting targeted learning goals.	Develops a rigorous learning environment that includes problem solving and appropriate levels of challenge.	Integrates a rigorous learning environment that values accuracy, analysis, and critical reading, writing and thinking.	Facilitates rigorous learning opportunities in which learners experience extended studies, research, analysis and purposeful use of learning.
Support Tasks That Build Learner Perseverance	Provides tasks that require basic recall and general note-taking and ensure learner success.	Provides and supports tasks that require inference along with all needed materials to ensure learner success.	Provides and supports tasks that require intellectual rigor and application of new learning designed for productive struggle of learners at all levels.	Provides and supports complex tasks that require application of new and previous learning. Tasks are designed to foster perseverance including accepting ambiguity, sustaining stamina and reaching long-term goals.

Final Conference Debrief:



*Note: This evaluation rubric was created for use with Galt Joint Union Elementary School District teachers. This document was created using Educator Competencies for Personalized, Learner-Centered Teaching, the Interstate Teacher Assessment and Support Consortium, the REEd Essential Practice Frames, and the California Standards for the Teaching Profession Continuum of Teaching Practice.*

Teacher Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Administrator Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## Board Meeting Agenda Item Information

<b>Meeting Date:</b> 11/17/16	<b>Agenda Item: 131.814</b> Board Consideration of Approval of Tentative Agreement Between GJUESD and Galt Elementary Faculty Association (GEFA) Regarding Article XII Leaves Contract Language
<b>Presenter:</b> Claudia Del Toro-Anguiano	<b>Action Item:</b> XX <b>Information Item:</b>

Article XII: Leaves of the certificated contract has been updated to reflect California law.

GEFA is considering ratification on Thursday, November 17, 2016.

## **Galt Joint Elementary School District – GEFA Negotiations**

### **Article XII: Leaves**

#### **D. Pregnancy Disability Leave**

1. Pregnancy Disability Leave applies to teachers who are disabled due to pregnancy, childbirth, or a related medical condition as defined under the Pregnancy Disability Leave Law.
2. Where the leave is foreseeable, teachers shall notify their principal and the Human Resources Department, in writing two (2) months before the leave is projected to begin.
3. The length of the leave of absence, including the date on which the leave shall commence and the date on which the teacher shall resume duties, shall be determined by the teacher's physician. The length of this leave is generally 6-8 weeks and may not exceed 16 weeks.
4. The teacher shall provide written notice and physician verification to the Human Resources Department as soon as possible regarding the expected date on which the leave will commence, and the expected date on which the teacher may resume duties. If the physician determines that the projected beginning or ending date needs to be changed, the teacher will provide the physician's written certification to the District, as soon as possible.
5. Available sick leave will be used only during leave which has been authorized by a physician. Extended illness leave/difference pay will be used when the teacher remains on a physician authorized leave but has exhausted all available sick leave. If sick leave/difference pay is exhausted, any remaining authorized leave shall be without pay.

#### **E. Child Rearing/Bonding Leave**

1. Teachers may elect to utilize up to 12 weeks of child bonding leave occasioned by the birth of the teacher's child, or the placement of a child with the teacher in connection with the teacher's adoption or foster care of the child as provided by the California Family Rights Act (CFRA).
2. Pursuant to Education Code section 44977.5, in order to qualify for child bonding leave, teachers must have completed one year (twelve months of service) for the District, but are not required to have at least 1,250 hours of service during the previous one year (twelve months) period.
3. For mothers, the 12 week child bonding leave shall commence at the conclusion of any pregnancy disability leave.
4. For non-birthing parents, the 12 week child bonding leave shall commence on the first day of such leave.
5. Pursuant to Education Code section 44977.5, if a teacher exhausts his/her accumulated sick leave prior to expiration of the 12 week child bonding leave, s/he shall be entitled to extended illness leave/difference pay during the remainder of the 12 week period.
6. Pursuant to the CFRA, child bonding leave must be completed within one year of the birth, adoption, or foster care placement of a child with the teacher.
7. Where the leave is foreseeable, teachers shall notify their principal and the Human Resources Department, in writing two (2) months before the leave is projected to begin.
8. Where both parents are employees of the district, the two parents are entitled to share a total of 12 total workweeks of bonding leave.

F. Unpaid Child Rearing Leave

1. Upon written request, the District shall grant a teacher an unpaid leave of absence for the purpose of rearing their natural, adopted, step, or foster child.
2. Where the leave is foreseeable, a teacher shall request this leave at least two (2) months prior to the anticipated date on which the leave is to commence.
3. This leave shall be effective for no less than two (2) months but no longer than the end of the school year during which the leave is taken.

Tentative  
Agreement  
Kathy Jursuk  
Nov. 10, 2016  
GEFA

Karen Johnson  
Nov. 10, 2016  
District